

COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P.

Commercial Medical Waste Treatment & Storage Facility
2000 Cedar Street, Shreveport, Louisiana

Type II-A Solid Waste Standard Permit Application

Submitted March 20, 2007

PUBLIC NOTICE
LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)
COMMODORE MEDICAL SERVICES / COMMODORE MEDICAL SERVICES OF LOUISIANA
TECHNICALLY COMPLETE SOLID WASTE PERMIT RENEWAL APPLICATION

The LDEQ, Office of Environmental Services, has determined that a technically complete solid waste permit renewal application for Commodore Medical Services, 1941 Cement Plant Road, Nashville, TN 37208 for the Commodore Medical Services of Louisiana facility is technically complete and acceptable for public review. **The facility is located at 2000 Cedar Street in Shreveport, Caddo Parish.**

Commodore Medical Services requested to renew a permit application for a Type II-A medical waste processing and treatment facility.

Written comments, written requests for a public hearing or written requests for notification of the final decision regarding this permit action may be submitted to Ms. Soumaya Ghosn at LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. **Written comments and/or written requests must be received by 12:30 p.m., Tuesday, November 6, 2007.** Written comments will be considered prior to a final permit decision.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a written request for notification of the final decision.

The technically complete solid waste permit renewal application renewal is available for review at the LDEQ Public Records Center, Room 127, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday (except holidays). **The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.**

Additional copies may be reviewed at Shreve Memorial Library-Headquarters, 424 Texas Street, Shreveport, LA, City of Shreveport, Mayor's Office, 505 Travis Street, Suite 200, Shreveport, LA and the LDEQ-Northwest Regional Office, 1525 Fairfield Avenue, Room 520, Shreveport, LA.

Inquiries or requests for additional information regarding this permit action should be directed to Enjoli' Muse, LDEQ, Waste Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-0968.

Persons wishing to be included on the LDEQ permit public notice mailing list or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at deqmaillistrequest@la.gov or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to general information from the technically complete solid waste permit application can be viewed at the LDEQ permits public notice webpage at www.deq.louisiana.gov/apps/pubNotice/default.asp and general information related to the public participation in permitting activities can be viewed at www.deq.louisiana.gov/portal/tabid/2198/Default.aspx.

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server at www.doa.louisiana.gov/oes/listservpage/ldeq_pn_listserv.htm

All correspondence should specify AI Number 40382, Permit Number P-0365, and Activity Number PER20060001.

Publication date: October 3, 2007



March 19, 2007

Enjoli Muse
Waste Permits Division
Louisiana Department of Environmental Quality
P.O. Box 4313
Baton Rouge, LA 70821-4313

**RE: Submittal of Final Copy of Permit Application
Commodore Medical Services of Louisiana, L.P.
AI# 40382/TP-017-12424/P-0365/PER20060001
Caddo Parish**

Dear Ms. Muse:

Please find enclosed the final copy of our Permit Application which was reviewed and deemed administratively complete by the appropriate parties in your office. Feel free to call me should you have any questions or require any further information at this juncture. I look forward to hearing from you in the near future regarding the status of our permit.

Sincerely,

Raquel Toombs
Director of Compliance

COPY

original to IOSW

Sm
copy to SW/G1/Townsel

AVG
40382

**COMMERCIAL MEDICAL WASTE TREATMENT & STORAGE FACILITY
2000 CEDAR STREET, SHREVEPORT, LOUISIANA**

Type II-A Solid Waste Standard Permit Application

Contents

§513. Permit process for Existing facilities Classified for Upgrade and for Proposed Facilities.....

§519. Part I: Permit Application Form

§520. Compliance Information

§521. Part II: Supplemental Information, All Processing and Disposal Facilities...

A. Location Characteristics

B. Facility Characteristics

C. Facility Surface Hydrology

F. Facility Plans and Specifications

G. Facility Administrative Procedures

H. Facility Operational Plans

I. Implementation Plan

J. Facility Closure

L. Financial Responsibility

§523. Part III: Additional Supplementary Information

RECEIVED

MAR 27 2007

**WATER & WASTE PERMITS DIVISION
SOLID & HAZARDOUS WASTE SECTION**

RECEIVED

MAR 22 2007

**DEPT. OF ENVIRONMENTAL QUALITY
OFFICE OF ENVIRONMENTAL SERVICES
PERMIT DIVISION**

Exhibits

| | |
|-----------|---|
| Exhibit A | Notice of Intent- Proof of Publication |
| Exhibit B | Lease Agreement |
| Exhibit C | Certificate of Occupancy |
| Exhibit D | Addendum to Permit Applications |
| Exhibit E | Area Master Plan |
| Exhibit F | Road and Traffic Letter |
| Exhibit G | Land Use |
| Exhibit H | Aerial Photo |
| Exhibit I | Environmental Map City of Shreveport |
| Exhibit J | Environmental Map of Shreveport West Quadrangle |
| Exhibit K | State and Federal Agency Letters |
| Exhibit L | Census Data |
| Exhibit M | Site Drawings |
| Exhibit N | Buffer Zone- Exempt |
| Exhibit O | City of Shreveport Discharge Permit |
| Exhibit P | Operator Certification |
| Exhibit Q | Operational Plans |
| Exhibit R | Process Flow Chart |
| Exhibit S | Emergency Response Letters |
| Exhibit T | Contingency Plan |
| Exhibit U | Implementation Plan/Timeline |
| Exhibit V | Insurance Certificate |
| Exhibit W | Additional/Supplemental Info |

§513. Permit Process for Existing Facilities Classified for Upgrade and for Proposed Facilities

A. Applicant Public Notice

1. No sooner than 45 days prior to the submittal of a standard permit application to the Office of Environmental Services, Permits Division, the prospective applicant shall publish a notice of intent to submit an application for a standard permit. This notice shall be published one time as a single classified advertisement measuring 3 columns by 5 inches, in the legal or public notices section of the official journal of this state and in a major local newspaper of general circulation. If the affected area is Baton Rouge, a single classified advertisement measuring 3 columns by 5 inches, in the legal or public notices section of the official journal of the state will be the only public notice required.

2. The public notice shall be published in accordance with the form provided in LAC 33:VII.3001.

3. Proof of publication of the notice shall be included in all applications for existing and proposed facilities submitted to the administrative authority.

The following Public Notice was published in The Advocate in Baton Rouge, Louisiana on October 15, 2005 and in The Times in Shreveport, Louisiana on October 14, 2005. See Exhibit A for of publication of the Notice of Intent.

**PUBLIC NOTICE
OF
INTENT TO SUBMIT PERMIT APPLICATION**

**COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P.
SHREVEPORT, CADDO PARRISH, LOUISIANA**

Notice is hereby given that Commodore Medical Services, L.P. does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permits Division, an application for a permit to operate a Type II-A Non-Industrial Biomedical Waste Processing Facility in Caddo Parrish, Section 2, Township 17N, Range 14W, which is located at 2000 Cedar Street, Shreveport, Louisiana 71103.

Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Water and Waste Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

§519. Part I: Permit Application Form

The applicant shall complete a standard permit application Part I Form (LAC 33:VII.3003). The following subsections refer to the items on the form requiring that information:

- A. name of applicant (prospective permit holder) applying for a standard permit;*
- B. facility name;*
- C. description of the location of the facility (identify by street and number or by intersection of roads, or by mileage and direction from an intersection);*
- D. geographic location (section, township, range, and parish where the facility is located, and the coordinates [as defined by the longitude and latitude to the second] of the centerpoint of the facility);*
- E. mailing address of the applicant;*
- F. contact person for the applicant (position or title of the contact person is acceptable);*
- G. telephone number of the contact person;*
- H. type and purpose of operation (check each applicable box);*
- I. status of the facility (if leased, state the number of years of the lease and provide a copy of the lease agreement);*
- J. operational status of the facility;*
- K. total site acreage and the amount of acreage that will be used for processing and/or disposal;*
- L. list of all environmental permits that relate directly to the facility represented in this application;*
- M. a letter attached from the Louisiana Resource Recovery and Development Authority (LRRDA) stating that the operation conforms with the applicable statewide plan; [NOTE: In accordance with R.S. 30:2307.B, this regulation does not apply to solid waste disposal activity occurring entirely within the boundaries of a plant, industry, or business which generates such solid waste.]*
- N. zoning of the facility (if the facility is zoned, note the zone classification and zoning authority, and include a zoning affidavit or other documentation stating that the proposed use does not violate existing land-use requirements);*
- O. types, maximum quantities (wet tons/week), and sources (percentage of the on-site or off-site-generated waste to be received) of waste to be processed or disposed of by the facility;*
- P. indicate the specific geographic area(s) to be serviced by the solid waste facility;*
- Q. attach proof of publication of the notice regarding the submittal of the permit application as required in LAC 33:VII.513.A;*
- R. provide the signature, typed name, and title of the individual authorized to sign the application. Proof of the legal authority of the signatory to sign for the applicant must be provided; and*
- S. any additional information required by the administrative authority.*

§3003. Appendix B

Solid Waste Standard Permit Application—Part I

(The form shall be completed in accordance with the instructions found in LAC 33:VII.513.A.1)

- A. Applicant (Permit Holder): Commodore Medical Services**

B. Facility Name: Commodore Medical Services

C. Facility Location/Description: The Commodore Medical Services medical waste processing and treatment facility is located at 2000 Cedar Street, Shreveport, Louisiana 71103.

D. Location: Section 2 Township 17N Range 14W

Parish : Caddo

Coordinates: Latitude—

Degrees 32 29'37.20 North Latitude

Longitude—

Degrees 93 46'19.65 West Longitude

E. Mailing Address: Commodore Medical Services, 1941 Cement Plant Road, Nashville, Tennessee 37208

F. Contact: David S. Freeman, President/CEO

G. Telephone: (615) 297-2104

H. Type and Purpose of Operation:

(Check each applicable line)

Type I

Industrial Landfill _____

Industrial Surface Impoundment _____

Industrial Landfarm _____

Type I-A

Industrial Incinerator Waste Handling Facility _____

Industrial Shredder/Compactor/Baler _____

Industrial Transfer Station _____

Type II

Sanitary Landfill _____

Residential/Commercial Surface Impoundment _____

Residential/Commercial Landfarm _____

Type II-A

Residential/Commercial Incinerator Waste Handling Facility X (Autoclave)

Residential/Commercial Shredder/Compactor/Baler _____

Residential/Commercial Transfer Station _____

Residential/Commercial Refuse-Derived Fuel _____

Type III

Construction/Demolition-Debris Landfill ☐

Woodwaste Landfill ☐

Compost Facility ☐

Resource Recovery/Recycling Facility ☐

Other

Describe: n/a

I. Site Status: Owned ☐ Leased ☒ Lease Term 20 Years

(NOTE: If leased, provide copy of lease agreement)

J. Operation Status: Existing ☒ Proposed ☐

K. Total Acreage 24 Processing Acreage 24 Disposal Acreage 0

L. Environmental Permits: (List)

Infectious Waste Transporter Permit

Application has been submitted for a sanitary sewer discharge permit in accordance with §521.H.4. See Exhibit O.

Air quality control regulations provide that the proposed facility qualifies as an insignificant Activity as described in §501.A.5. Item number A.1. in the Insignificant Activities List covers eternal combustion equipment with a design rate from one million BTU to 10 million BTU per hour with aggregate emissions not exceeding five tons per year. The largest treatment unit that will be operated in the proposed facility utilizes steam generated by a 150hp boiler horsepower coil-type steam generator. The steam generator is a natural-gas fired device with a design rate of 5,000,000 BTU per hour. Emission calculations were performed by the Louisiana Department of Environmental Quality, Small Business Assistance Program Office in Shreveport, Louisiana. Total emissions of steam generator are 0.85 per year for this size unit, based on 4,000 hours of continuous operation. Therefore, an air quality control permit is not required for the proposed facility.

No other environmental permits are required for the proposed facility.

Standard Solid Waste Permit- 2105 Stonewall site- facility now closed

M. Conformity with Regional Plans. Attach letter from the Louisiana Resource Recovery and Development Authority (LRRDA) stating that the facility is an acceptable part of the state-wide program.

[NOTE: In accordance with R.S. 30:2307(B), LRRDA authority does not apply to solid waste disposal activity occurring entirely within the boundaries of a plant, industry, or business which generates such solid waste.]

The requirement for a Letter of Conformity from the Louisiana Resource Recovery and Development Authority (LRRDA) was removed by legislative action in 2001.

N. Zoned: Yes X No Zoning Requested

Zone Classification Heavy Industrial (I-2)

[NOTE: If zoned, include zoning affidavit and/or other documentation stating that the proposed use does not violate existing land-use requirements.]

O. Types, Quantities, and Sources of Waste:

| | Processing | | Disposal | |
|-------------|-------------------|----------|----------|-------------------|
| | On-Site | Off-Site | On-Site | Off-Site |
| Residential | | | | |
| Industrial | | | | |
| Commercial | | | | |
| Other | 12 million pounds | | | 12 million pounds |

Regulated Medical Waste is processed on-site and is considered municipal solid waste at the time of disposal.

P. Service Area:

List of Parishes: all

Statewide Unlimited X

Q. Proof of Operator's Public Notice. Attach proof of publication of the notice regarding the permit application submittal as required by LAC 33:VII.513.A.

(See Proof of Publication, Exhibit A.)

R. Certification. I have personally examined and am familiar with the information submitted in the attached document, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and/or imprisonment.

Signature By: Raquel Toombs

Date 3/17/07

Typed Name and Title: Commodore Medical Services of Louisiana, L.P.

By: Raquel Toombs
Raquel Toombs, Director of Compliance

[NOTE: Attach proof of the legal authority of the signee to sign for the applicant.]

§520. Compliance Information

- A. *All applicants for solid waste permits shall comply with the requirements of LAC 33:I.1701.*

Addendum to Permit Applications has been submitted to the proper authority per LAC 33:I.1701. (Copy of application is enclosed as Exhibit D).

§521. Part II: Supplementary Information, All Processing and Disposal Facilities

The following information is required in the permit application for solid waste processing and disposal facilities. All responses and exhibits must be identified in the following sequence to facilitate the evaluation. Additionally, all applicable sections of LAC 33:VII.Chapter 7 must be addressed and incorporated into the application responses. If a section does not apply, the applicant must state that it does not apply and explain why.

A. Location Characteristics.

Standards pertaining to location characteristics are contained in LAC 33:VII.709.A (Type I and II facilities), LAC 33:VII.717.A (Type I-A and II-A facilities, and LAC 33:719.A (Type III facilities).

1. *The following information on location characteristics is required for all facilities:*

- a. *Area Master Plans. A location map showing the facility, road network, major drainage systems, drainage-flow patterns, location of closest population center(s), location of the public-use airport(s) used by turbojet aircraft or piston-type aircraft, proof of notification of affected airport and Federal Aviation Administration as provided in LAC 33:VII.709.A.2, location of the 100-year flood plain, and other pertinent information. The scale of the maps and drawings must be legible, and engineering drawings are required.*

The Area Master Plan is represented by the flood Insurance Rate Map, Panel 457 of 800, Caddo Parrish, Louisiana as published by the Federal Emergency Management Agency. See map enclosed as Exhibit E.

- b. *A letter from the appropriate agency or agencies regarding those facilities receiving waste generated off-site, stating that the facility will not have a significant adverse impact on the traffic flow of area roadways and that the construction, maintenance, or proposed upgrading of such roads is adequate to withstand the weight of the vehicles.*

A letter from the City of Shreveport Planning Commission states that the facility will not have a significant adverse effect on the traffic flow of area roadways and that existing roadways are adequate to withstand the weight of the vehicles. See Exhibit F.

- c. *Existing Land Use. A description of the total existing land use within 3 miles of the facility (by approximate percentage) including, but not limited to:*

- i. *residential;*
- ii. *health-care facilities and schools;*
- iii. *agricultural;*
- iv. *industrial and manufacturing;*
- v. *other commercial;*
- vi. *recreational; and*

vii. *undeveloped.*

Each land use within three miles of the facility is shown on the Northwest Louisiana Council of Governments land use area analysis and map, Exhibit G.

The following table indicates that approximately 12.20 % of the land use in that area is industrial and commercial.

| Land Use | Percentage of Total |
|---|---------------------|
| Residential | 38.9 |
| Health Care Facilities and Schools (Institution/Education/Public Facilities) | 11.4 |
| Agricultural | .3 |
| Industrial and Manufacturing | 3.1 |
| Other Commercial (Service/Retail/Commercial/Transportation/Parking) | 9.1 |
| Recreational | 4.7 |
| Undeveloped (Vacant/Unused) | 25.3 |
| Water Features | 7.2 |
| Total | 100.0% |

d. Aerial Photograph. A current aerial photograph, representative of the current land use, of a 1-mile radius surrounding the facility. The aerial photograph shall be of sufficient scale to depict all pertinent features. (The administrative authority may waive the requirement for an aerial photograph for Type III facilities.)

An aerial photograph provided by the City of Shreveport Engineering Department showing the area surrounding the facility is presented at Exhibit H.

e. Environmental Characteristics. *The following information on environmental characteristics:*

i. a list of all known historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility perimeter or as otherwise appropriate;

There are no historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, swamps and marshes, wetlands, habitats for endangered species, or any other sensitive ecologic areas within 1,000 feet of the facility perimeter. Refer to the City of Shreveport, Louisiana Topographic Map, Sheets 1 and 2, enclosed as Exhibit I. A USGS Topographic Map, Shreveport West Quadrangle, 7.5 Minute Series, is also included as Exhibit J.

ii. documentation from the appropriate state and federal agencies substantiating the historic sites, recreation areas, archaeologic sites, designated wildlife-management areas, wetlands, habitats for endangered species, and other sensitive ecologic areas within 1,000 feet of the facility; and

See letters from the following appropriate agencies substantiating the necessary documentation for this requirement enclosed as Exhibit K.

Department of the Army

Department of Culture, Recreation and Tourism; Division of Archaeology

Shreveport Public Assembly and Recreation

Department of Wildlife and Fisheries

iii. *a description of the measures planned to protect the areas listed from the adverse impact of operation at the facility.*

The facility is contained within the walls of a commercial steel building. The building provides an effective barrier that eliminates adverse environmental effects from facility operations.

f. A wetlands demonstration, if applicable, as provided in LAC 33:VII.709.A.4.

This section applies to Type I and II facilities and therefore, does not apply to the proposed Type II-A facility according to LAC 33:VII.709.A.4.

g. Demographic Information. The estimated population density within a 3-mile radius of the facility boundary, based on the latest census figures.

The average population density within a three mile radius of the facility boundary is estimated based on the average density of census tracts where the facility is located. The site is located in Census Tract 218, which has a population density of 2,026 persons per square mile. Including the nine census tracts that are adjacent to Tract 218, the average population density is 3298.9 persons per square mile in an area of 8.23 square miles. Exhibit L shows demographic data from the 2000 Census of Population and Housing as published by the U.S. Census Bureau for Caddo Parish, Louisiana which is summarized in the table below.

| Census Tract | Population | Land Area | Density |
|--------------|------------|-----------|---------|
| 218 | 2026 | 1.09 | 1851.4 |
| 208 | 996 | .35 | 2820.3 |
| 209 | 1112 | .34 | 3232.8 |
| 210 | 1998 | .74 | 2704.1 |
| 216 | 3993 | .89 | 4492.9 |
| 217 | 2368 | 1.09 | 2169.2 |
| 219 | 1851 | .48 | 3844.2 |
| 220 | 2126 | .7 | 3025.1 |
| 221 | 7014 | 1.52 | 4617.1 |
| 223 | 3666 | 1.03 | 3570.9 |
| Total | 27150 | 8.23 | 3298.9 |

2. *The following information regarding wells, faults and utilities is required for Type I and II facilities:*

This section applies to Type I and II facilities; therefore, it does not apply to the proposed Type II-A facility.

B. Facility Characteristics. *Standards concerning facility characteristics are contained in LAC 33:VII.709.B (Type I and II facilities), LAC 33:VII.717.B (Type I-A and II-A facilities), and LAC 33:VII.719.B (Type III facilities). A facility plan, including drawings and a narrative, describing the information required below must be provided.*

1. *The following information is required for all facilities:*

a. *elements of the process or disposal system employed, including, as applicable, property lines, original contours (shown at not greater than 5-foot intervals), buildings, units of the facility, drainage, ditches and roads;*

Drawings of the proposed facility showing elements of the process system employed, including property lines, buildings, units of the facility, and roads are enclosed as Exhibit M. The drawings do not include original contours, drainage, and ditches because the site is on a paved and compacted gravel lot in an industrial development, and these elements are not applicable.

Facility:

The Commodore Medical Services medical waste processing and treatment facility is located at 2000 Cedar Street, Shreveport, Louisiana 71103. The warehouse consists of a 20,000 square foot steel building with a compacted gravel parking lot and drive. The warehouse will serve as a medical waste treatment facility and will contain the following: medical waste treatment equipment and a medical waste container storage area. The site also contains a detached 1,000 sq. foot storage building, a detached small concrete block building with restroom, and a 4,879 sq. foot office building. The perimeter is completely enclosed by an 8' fence with an entry gate.

The container washing system consists of a water hose, scrubbing pads, scrubbing brushes, foam guns, disinfectant and a power washer. Washing and disinfecting of containers takes place on the loading dock immediately after waste has been dumped out of them.

b. *the perimeter barrier and other control measures:*

Perimeter Barriers, Securities, and Signs:

During operating hours, the personnel on duty will monitor each facility entry point by checking drivers in and out as they bring waste in to the facility for treatment. The perimeter of the site is completely enclosed by an 8' fence equipped with an entry gate, which prevents any unauthorized ingress and egress into the facility. During non-operating hours, each door and gate to the facility will be locked.

A permanent identification sign is to be installed at the main entrance to the facility having the following legend:

Commodore Medical Services

Medical Waste Facility

LDEQ Permit No.

LDHH Permit No.

Only Biomedical Waste Accepted

In emergency call (800) 297-2104

Additional signs are to be installed at other locations around the boundary of the site having the following legend:

Danger

Biohazard

Unauthorized Personnel

Keep Out

All signs are to be legible for a distance of at least twenty-five feet.

c. a buffer zone;

The processing area in the facility is more than 200 feet from the property line.

All operations occur within the building housing the facility. Therefore, no storage, processing or disposal of solid waste occurs within the buffer zone.

d. fire-protection measures;

The proposed facility is located within the City of Shreveport, Louisiana and has the necessary fire protection and medical care that is readily available.

Shreveport Fire Department Fire Station Number 8 is located at 3406 Velva, which is four miles from the site.

The applicant has arranged for occupational health care, including injury treatment, for its employees with Work Kare Occupational Medicine Services, a part of the Willis Knighton Health Systems. The proposed facility is located approximately .08 miles from Willis Knighton Medical Center at 2724 Greenwood Road, Shreveport, Louisiana. Full medical and emergency service health care is available at that location twenty-four hours daily, if needed.

e. landscaping and other beautification efforts;

The facility is an existing building located in an industrial park within the City of Shreveport, Louisiana. The site conforms to the city zoning requirements and no additional landscaping is planned.

f. devices or methods to determine, record, and monitor incoming waste;

Quantity (tonnage of waste)

The waste that is to be processed at the facility will arrive by truck in containers of various sizes. The net weight of the waste in each container is either determined at the time the waste is loaded into the truck or when the entire load is weighed at a remote commercial scale prior to delivery to the facility. In either case, the weight of waste being delivered to the facility is recorded on a manifest that accompanies the load. After

being delivered to the facility, each container is weighed at the point of treatment as it is emptied into the autoclave for processing.

Sources of Waste

The point of origin and the name of the generator of the waste are also recorded on the manifest form described in the previous paragraph. The manifest form will include the date of the shipment and the name and identification number of the transporter.

Types of Waste

The type of waste is shown on the manifest form described above. The Company collects RMW from all types of waste generators throughout the state of Louisiana and surrounding states. RMW generators include: hospitals, labs, clinics, veterinarians, medical universities, nursing homes, funeral homes, dialysis clinics and a variety of other small businesses. All treated waste is taken to the Mundy Landfill for final disposition.

Control of entry of waste

The waste that arrives by truck for processing at the facility must be unloaded at the dock under the supervision of company employees. Waste will only be accepted and unloaded at the facility when it is properly documented as being Infectious Waste, Medical Waste, or Potentially Infectious Biomedical Waste.

Waste Treatment:

The autoclave vessel is sealed and brought to the pre-set temperature and pressure parameters.

Temperature and pressure within the vessel are continuously monitored and controlled by a computerized control system while steam is injected. Temperature is maintained at 275° Fahrenheit under pressure of 40 psig for a total residence time in the autoclave vessel of thirty (30) minutes or longer if required by applicable regulations. Operating parameters (temperature, pressure and time) are recorded by the control system for verification of treatment efficacy.

At the conclusion of the treatment cycle, the treated waste is discharged directly into a container and then conveyed directly to the compactor. Once sharps containers have been treated via autoclave, the integrity of the package is not breached and the sharps within the container have been sterilized in accordance with DH&H guidelines. All waste is then conveyed to a covered solid waste compactor for landfill disposal.

As the processing operation continues, the hopper is refilled and the cycle is repeated until the scheduled run has been completed.

Documentation of the operating parameters and weight of each batch is retained for record and provided to the generator.

Quality Control:

The computer control system will maintain the pre-set temperature (275° F) and pressure (40 psig) conditions in the autoclave vessel during the treatment cycle.

The residence time will be a minimum of thirty (30) minutes with the actual time to be pre-set for that which will meet the applicable standard. The control system is programmed to monitor and log a complete record of these operating conditions while treatment is in process. Any adverse deviation from these standards will cause the cycle to be interrupted until the proper temperature and pressure have been restored. The treatment cycle time will then be re-started and a full cycle repeated. All of these transactions are logged on a chart recorder system and will be retained for the length of time required by regulation.

The unit is challenge tested monthly (or more frequently if required by regulation) using Bacillus stearothermophilus spores. Biological indicators are inserted into the autoclave chamber through ports designed for that purpose. The ports are repositioned such that the biological indicators are exposed to the same conditions as the waste load.

Each container is screened by a radiation detector and monitor capable of detecting radiation sources as small as 0.25 millicuries Cs137. An alarm condition will result when the level of radiation detected exceeds the pre-set maximum allowable reading.

Upon completion of the treatment run, the unit is purged with steam throughout which sanitizes the internal surfaces of the unit itself.

g. NPDES discharge points (existing and proposed); and

The standard industrial classification (SIC) code for the proposed facility is 4953, Non-hazardous Waste Treatment and Disposal Facility. This classification is not covered by the Louisiana Pollutant Discharge Elimination System (LPDES) permit, authorized under EPA's delegated NPDES program under the Clean Water Act.

Application has been submitted to the City of Shreveport concerning a Permit to Discharge to the Sanitary Sewer in accordance with §521.H.4. A copy of the application and permit is at Exhibit O.

h. other features, as appropriate.

There are no other known features of the facility to be described in the application.

2. The following information is required for Type I and II facilities:

This section applies to Type I and II facilities; therefore, it does not apply to the proposed Type II-A facility.

C. Facility Surface Hydrology. Standards governing facility surface hydrology are contained in LAC 33:VII.711.A (Type I and II landfills), LAC 33:VII.713.A (Type I and II surface impoundments), LAC 33:VII.715.A (Type I and II landfills), LAC 33:VII.717.C. (Type I-A and II-A facilities), and LAC 33:VII.719.C (Type III facilities).

Section 521

1. *The following information regarding surface hydrology is required for all facilities:*

a. *a description of the method to be used to prevent surface drainage through the operating areas of the facility;*

The operating area of the facility is located within a commercial steel building situated on a compacted gravel lot. The floor of the building is at ground level. Dock height is 48" above ground level with a 6" retaining wall around it. The building itself, as well as the height of the floor above ground level prevents the surface drainage through the operating areas of the facility. The autoclave has 8" retaining walls around it to help prevent surface drainage through the operating areas of the facility.

b. *a description of the facility runoff/run-on collection system;*

The operating area of the facility is located within a commercial steel building situated on a compacted gravel lot. The floor of the building is at ground level height. The interior of the building is equipped with several floor drains which run-off into the sanitary sewer system as necessary.

c. *the maximum rainfall from a 24-hour/25-year storm event;*

The maximum rainfall from a 24-hour/25-year storm event is 9" above 31 degrees and 12" below 31 degrees.

The facility is located within a commercial steel building situated on a compacted gravel lot. The floor of the building is at ground height.

d. *the location of aquifer recharge areas in the site or within 1,000 feet of the site perimeter, along with a description of the measures planned to protect those areas from the adverse impact of operations at the facility; and*

Based on available site information and investigations, there are no known aquifer recharge areas located within 1,000 feet of the site perimeter. The operating area of the facility is located within a commercial steel building situated on a compacted gravel lot. The floor of the building is at ground level height. Therefore, this section does not apply to the proposed facility.

e. *if the facility is located in a flood plain, a plan to ensure that the facility does not restrict the flow of the 100-year base flood or significantly reduce the temporary water-storage capacity of the flood plain, and documentation indicating that the design of the facility is such that the flooding does not affect the integrity of the facility or result in the washout of solid waste.*

The facility is not located within a flood plain. Therefore, this section does not apply to the proposed facility.

D. Facility Geology. Standards governing facility geology are contained in LAC 33:VII.709.C (Type I and II facilities), LAC 33:VII.717.D (Type I-A and II-A facilities), and LAC 33:VII.719.D (Type III facilities).

1. *The following information regarding geology is required for Type I and Type II facilities:*

The ground surface surrounding the facility consists of pavement and compacted gravel. An area of approximately three (3) acres immediately surrounding the facility is paved in order to allow for vehicle parking and turnaround. Approximately three (3) acres of the grounds is compacted gravel. The pavement and compacted gravel surfaces provide a sufficient barrier to prevent penetration of spills into groundwater aquifers or any other type of water-bearing stratum.

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SECTION 2.1

2. The following information regarding geology is required by Type III woodwaste, and construction/demolition-debris facilities:

This section applies to Type III facilities; therefore, it does not apply to the proposed Type II-A facility.

E. Facility Subsurface Hydrology. Standards governing facility subsurface hydrology are contained in

LAC 33:VII.715.A (Type I and II landfills).

Our facility has no levees due to the fact that there are no bodies of water located within its vicinity. Also, the nature of our operations include medical waste treatment via the steam under pressure method, or autoclave. Since these operations all take place indoors, there is no need for a levee system.

F. Facility Plans and Specifications. Standards governing facility plans and specifications are contained in LAC 33:VII.711.B (Type I and II landfills), LAC 33:VII.713.B (Type I and II surface impoundments), LAC 33:VII.715.B (Type I and II landfills), LAC 33:717.E (Type I-A and II-A facilities), LAC 33:VII.721.A (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.A (Type III composting facilities), and LAC 33:VII.725.A (Type III separation facilities). Standards for groundwater monitoring are contained in LAC 33:VII.709.E (Type I and II facilities).

1. Certification. The person who prepared the permit application must provide the following certification:

"I certify under penalty of law that I have personally examined and I am familiar with the information submitted in this permit application and that the facility as described in this permit application meets the requirements of the solid waste rules and regulations. I am aware that there are significant penalties for knowingly submitting false information, including the possibility of fine and imprisonment."

Centimodoc Medical Services

By: 

Signature

Date

9/18/07

2. The following information on plans and specifications is required for Type I and II facilities:

a. detailed plan-view drawing(s) showing original contours, proposed elevations of the base of units prior to installation of the liner system, and boring locations;

The facility is located within an existing building on a public street, the process equipment is self-contained and all operations are conducted indoors; therefore, this section does not apply to the proposed facility.

3. The following information on plans and specifications is required for Type I, II, and III landfills:

- approximate dimensions of daily fill and cover; and
- the type of cover material and its source for daily, interim, and final cover. Calculations shall be submitted demonstrating that an adequate volume of material is available for daily, interim, and final cover.

This section applies to Type I, II and III landfills and; therefore, it does not apply to the proposed Type II-A facility.

4. The following information on plans and specifications for the prevention of groundwater contamination must be submitted for Type I and II facilities:

a. representative cross-sections and geologic cross-sections showing original and final grades, approximate dimensions of daily fill and cover, drainage, the water table, groundwater conditions, the location and type of liner, and other pertinent information;

All facility operations are conducted indoors. Also, the ground surface surrounding the facility on which trucks travel and park is paved and/or compacted gravel. There would be no reason to suspect groundwater contamination; therefore, this section does not apply.

5. The following information on plans and specifications for groundwater monitoring must be provided for Type I and II facilities:

a. a minimum of three piezometers or monitoring wells in the same zone must be provided in order to determine groundwater flow direction;

All facility operations are conducted indoors. Also, the ground surface surrounding the facility on which trucks travel and park is paved and/or compacted gravel. There would be no reason to suspect groundwater contamination; therefore, this section does not apply.

6. The facility plans and specifications for Type I and II landfills and surface impoundments (surface impoundments with on-site closure and a potential to produce gases) must provide a gas collection and treatment or removal system.

This section applies to Type I and II landfills and surface impoundment; therefore, it does not apply to the proposed Type II-A facility.

G. Facility Administrative Procedures. Standards governing facility administrative procedures are contained in LAC 33:VII.711.C (Type I and II landfills), LAC 33:VII.713.C (Type I and II surface impoundments), LAC 33:VII.715.C (Type I and II landfarms), LAC 33:VII.717.F (Type I-A and II-A facilities), LAC 33:VII.721.B (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.B (Type III composting facilities), and LAC 33:VII.725.B (Type III separation facilities).

1. The following information on administrative procedures is required for all facilities:

a. record keeping system; types of records to be kept; and the use of records by management to control operations;

Record Keeping and Retention:

The following records will be kept at the treatment facility:

Records of transporters transporting waste for processing at the facility. The records will include the date of receipt of shipments of waste and the transporter's solid waste identification number issued by the administrative authority. The record will be in the form of a manifest and a copy will be filed at the treatment site.

A copy of the current Louisiana Solid Waste Rules and Regulations will be available onsite.

The permit will be framed and placed in a visible location.

A copy of the permit application will be kept onsite, as well as any revisions made to that permit application. All changes will be documented as necessary.

All records will be maintained and accessible for the life of the facility and kept for three years following closure of the facility.

Reporting:

Throughout the year, various types of data will be recorded. They include, but are not limited to, the following:

Name of Generator

Location of Generator

Manifest Numbers Presented per treatment session

Amount of Waste received (in wet-weight tons)

Each year, a report will be submitted to the Office of Management and Finance, Financial Services Division indicating the quantities and types of solid waste (expressed in wet-weight tons per year), received from in-state generators and from out-of-state generators, during the reporting period. All calculations used to determine the amounts of solid waste received for processing during the annual reporting period will be submitted to the administrative authority. A form will be used for this purpose and will be obtained from the Office of Management and Finance, Financial Services Division.

The reporting period is July 1 through June 30. The report will be submitted to the administrative authority by August 1st of each reporting year.

b. an estimate of the minimum personnel, listed by general job classification, required to operate the facility; and

Personnel:

The site will initially employ approximately 10 individuals as listed below in no particular order. However, the quantities and types of the positions available are subject to revision due to changes in capacity or demand. An estimate of the minimum number of personnel required to operate the facility is 5 employees. This includes 1 Plant Manager, 1 Shift Supervisor, and 3 Plant Workers. There is also a minimum of 3 route drivers and 1 tractor driver required in order to collect waste and transport to the facility for processing and disposal.

Personnel List

Route Drivers:

Summary Responsibilities: Responsible for servicing medical waste generator locations, and transporting it to the designated locations in compliance with USDOT, OSHA, and other applicable local, state and federal regulations. This individual will also be required to communicate with customers and execute all scheduled stops on time. Must have a Class B CDL license.

Tractor Driver:

Responsible for servicing medical waste yard locations, and transporting waste to the designated locations in compliance with USDOT, OSHA, and other applicable local, state and federal regulations. Must have a Class A CDL license.

Plant Manager:

Section 521

Summary Responsibilities: Responsible for daily operations of the facility as supervision of plant employees. This individual is required to work with all governmental agencies to ensure the facility is meeting the proper standards as set forth by the LADEQ and the LA DHH. Responsible for all purchasing, P&L Management, mechanics, and engineering functions for the plant.

Plant Workers:

Responsible for loading and unloading trucks onto dock, driving forklift and operating plant equipment as necessary.

c. maximum days of operation per week and per facility operating day (maximum hours of operation within a 24-hour period).

The facility may operate 24 hours a day, 7 days per week. However, two 8-10 hour shifts are more likely, with general hours between 8 a.m. and 5 p.m. Additional hours may be necessary in order to meet processing demand.

2. Administrative procedures for Type II facilities shall include the number of facility operators certified by the Louisiana Solid Waste Operator Certification and Training Program (R.S. 37:3151 et seq.).

This requirement does not apply to the proposed facility.

H. Facility Operational Plans. Standards governing facility operational plans are contained in LAC 33:VII.711.D (Type I and II landfills), LAC 33:VII.713.D (Type I and II surface impoundments), LAC 33:VII.715.D (Type I and II landfarms), LAC 33:VII.717.G (Type I-A and II-A facilities), LAC 33:VII.721.C (Type III construction and demolition debris and woodwaste landfills), LAC 33:VII.723.C (Type III composting facilities), and LAC 33:VII.725.C (Type III separation facilities).

1. The following information on operational plans is required for all facilities:

a. types of waste (including chemical, physical, and biological characteristics of industrial wastes generated on-site), maximum quantities of wastes per year, and sources of waste to be processed or disposed of at the facility;

See enclosed Plan of Operation at Exhibit Q for information on the types of waste, maximum quantities of waste per year and sources of waste. See marking on sheet B-1 reflecting where waste may be stored while on-site awaiting processing. The maximum inventory of waste stored at the site awaiting processing would equal 32,500 lbs.

In an effort to prevent salvaging and scavenging, no unauthorized persons are allowed on the facility grounds. The facility is also surrounded by a 8' chain link fence with barb wire in place around the top. There is no open burning at the facility and we have no incineration operation to speak of.

b. waste-handling procedures from entry to final disposition, which could include shipment of recovered materials to a user;

See enclosed Plan of Operation at Exhibit Q.

c. minimum equipment to be furnished at the facility;

Sufficient equipment shall be provided and maintained at the facility to meet all operational needs. Equipment includes an air compressor, forklift, water softener, autoclave, and a boiler.

Equipment List:

The primary item of equipment in the facility will be an autoclave. One or more units will be located in the facility and set up for fixed-base operation.

Plans also include the installation of a container washing system. The container washing system ensures that the carts and tubs brought into the facility will be clean and sanitary when they are returned to the customer.

The facility will be fully equipped with tools and shop equipment necessary for maintenance and repair of the equipment.

Equipment Description:Equipment

Air Compressors (3)
 Welding Machine
 Hypertherm Plasma Cutter
 Forklifts (2)
 Water Softener
 Compactors (2)
 Autoclaves (2)
 Boiler
 Hand Tools
 Office Computers (2)
 Printer
 Fax (2)

Operating Procedure:

The operating procedure is the general method to be followed in the treatment of regulated medical waste. Detailed procedures concerning the operation of the unit are contained in the Operator's Manual which accompanies each unit.

The purpose of the Operator's Manual is to provide for the safety of employees and others who may come within the work area, to prescribe procedures to be followed in the event of emergency or accident, and to protect the environment from damage.

The generator has been instructed to segregate wastes at the point of generation, and to use appropriate measures to identify and package wastes prior to receipt by the transporter. In receiving waste from the transporter at the facility, the facility operator will ensure that only waste that is acceptable for treatment is accepted.

d. plan to segregate wastes, if applicable;

See enclosed Plan of Operation at Exhibit Q.

e. procedures planned in case of breakdowns, inclement weather, and other abnormal conditions (including detailed plans for wet-weather access and operations);

In the event that the fixed unit becomes inoperable and cannot treat waste, Commodore has an alternate waste treatment plan in place. If equipment is down for less than a 24-hour period, repairs will be made to the machinery and waste will be treated once repairs are made. If equipment is down for more than 24-hours, replacement equipment will be rented and used in order to continue processing operations. In the case of a natural disaster, or other act of God, which causes equipment to be down for an extended period of time, all waste will be transported to an alternate Commodore facility located in Nashville, Tennessee and/or in Shreveport, Louisiana for treatment and disposal until the Cedar Street facility units are back on line and fully functional.

The treatment unit is fully enclosed and will be operated inside the commercial steel building on the site. Therefore, adverse weather conditions such as rain, snow, etc. do not have a negative impact on the ability to operate the treatment unit according to the DEQ and DHH regulations. Operations are shut down during electrical storms in order to prevent damage to the equipment.

- f. procedures, equipment, and contingency plans for protecting employees and the general public from accidents, fires, explosions, etc., and provisions for emergency care should an accident occur (including proximity to a hospital, fire and emergency services, and training programs); and*

See enclosed letters from the Shreveport Fire Department and Willis-Knighton Health Systems stating compliance with R.S. 30:2157 as Exhibit S.

A plan outlining facility operations and emergency procedures to be followed in case of accident, fire, explosion, or other emergencies is enclosed as Exhibit T. The Plan will be filed with the Office of Environmental Services, Permits Division and with the local fire department and the closest hospital or clinic. The Plan will be updated annually or when implementation demonstrates that a revision is needed. Training sessions concerning the procedures included in the plan will be conducted annually for all employees working at the facility. A copy of the training program will be filed with the Office of Environmental Services, Permits Division.

- g. provisions for controlling vectors, dust, litter, and odors.*

The containers are sealed and locked to provide confident containment of the waste. There are no issues with odor, litter, or other pollution of adjoining areas while the waste is contained in the receptacle. Once the waste is transferred to the treatment unit, a manual washing system is available to clean, disinfect and eliminate odors in the containers. The designated unit operator(s) will perform that task as soon as the containers are released from the equipment.

At the close of each shift, the facility will be cleaned giving special attention to the treatment unit and waste-handling areas. All waste will be treated according to the appropriate regulations; therefore, it will not pose a health hazard to employees in the facility or surrounding areas.

Also, routine, periodic inspections for vectors will be conducted and if any vectors are detected, Commodore will contract an exterminator at that time.

Limitations:

The following limitations are enforced by this location:

This facility will not receive hazardous waste.

Open burning is prohibited at this site.

Receipt of mercury or cadmium-bearing batteries is prohibited.

2. *The following information on operational plans is required for Type I and II facilities:*

This section applies to Type I and II facilities; therefore, it does not apply to the proposed Type II-A facility.

3. *The following information on operational plans is required for Type I and II landfills:*

This section applies to Type I and II facilities; therefore, it does not apply to the proposed Type II-A facility.

4. *The following information on operational plans is required for Type I-A and II-A incinerator waste-handling facilities and refuse-derived energy facilities:*

a. *a description of the method used to handle process waters and other water discharges which are subject to NPDES permit and state water discharge permit requirements and regulations; and*

This section does not apply, as we are not an incinerator facility.

b. *a plan for the disposal and periodic testing of ash (all ash and residue must be disposed of in a permitted facility).*

The proposed facility is not an incinerator facility. Therefore, there is no ash and residue subject to testing and disposal under this provision.

5. *The following information on operational plans is required for Type I-A and II-A refuse-derived fuel facilities and Type III separation and composting facilities:*

This section applies to refuse-derived fuel and Type III facilities; therefore, it does not apply to the proposed Type II-A facility.

6. *The operational plans for Type I-A and II-A refuse-derived fuel facilities and Type III separation and composting facilities must include a description of marketing procedures and control.*

This section applies to refuse-derived fuel and Type III facilities; therefore, it does not apply to the proposed Type II-A facility.

7. *The operational plans for Type I and II facilities receiving waste with a potential to produce gases must include a comprehensive air monitoring plan.*

This section applies to Type I and II facilities; therefore, it does not apply to the proposed Type II-A facility.

I. **Implementation Plan.** *Standards governing implementation plans are contained in LAC 33:VII.709.D (Type I and II facilities), LAC 33:VII.717.H (Type I-A and II-A facilities), and LAC 33:VII.719.E (Type III facilities).*

1. *The implementation plans for all facilities must include the following:*

a. *a construction schedule for existing facilities which shall include beginning and ending time-frames and time-frames for the installation of all major features such as monitoring wells and liners. (Time-frames must be specified in days, with day one being the date of standard permit issuance); and*

The facility implementation plan includes a schedule for the modifications that have been made to the existing building. The work has been completed and deemed technically complete and is accepted for public review. Please find the facility implementation plan and timeline included as Exhibit U. There is no further construction planned at this time.

- b. details on phased implementation if any proposed facility is to be constructed in phases.

The proposed facility will not be constructed in phases. Therefore, details on phased implementation are not required.

2. The implementation plans for Type I and II facilities must include a plan for closing and upgrading existing operating areas if the application is for expansion of a facility or construction of a replacement facility.

This section applies to Type I and II facilities; therefore, it does not apply to the proposed Type II-A facility.

J. Facility Closure. Standards governing facility closure are contained in LAC 33:VII.711.E (Type I and II landfills), LAC 33:VII.713.E (Type I and II surface impoundments), LAC 33:VII.715.E (Type I and II landfarms),

LAC 33:VII.717.I (Type I-A and II-A facilities), LAC 33:VII.721.D (construction and demolition debris and woodwaste landfills), LAC 33:VII.723.D (Type III composting facilities), and LAC 33:VII.725.D (Type III separation facilities).

1. The closure plan for all facilities must include the following:

- a. the date of final closure;

The date for final closure of the facility is open. However, the term of the current lease/purchase agreement for the property is a lease for three years beginning October 1, 2005. It is anticipated that the lease will be transferred into a purchase of the property at the end of the lease term and Commodore will continue occupancy of the site.

Notification of the intent to close the facility will be provided in writing to the Office of Environmental Services, Permits Division at least 90 days in advance. Such notice will include the planned date of closure, requested changes, if any, in the approved closure plan, the closure schedule and estimated cost of closure.

- b. the method to be used and steps necessary for closing the facility; and

c. the estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive.

Closure Plan:

1. Medical waste treatment operations are conducted at the permit site. Closure of the facility includes the following:

- a. Clean up of the processing equipment and all work areas. The treatment unit is also cleaned at the end of each processing run as part of the normal method of operation.
- b. Clean up of permit site. The treatment site will be left clean at the end of each processing run as part of normal operation. The Operating Procedure provides for the cleanup of any contamination or spill that might occur during the waste treatment operation. The storage and treatment areas will be cleaned with the disinfectant used in spill clean up procedures with the residue being absorbed and placed in a medical waste container for proper disposal.

2. All cleanup procedures necessary for closure will be performed within the scope of normal waste treatment operations that are established below to provide for the removal of untreated waste.

a. Removal of waste from the treatment unit:

- i. Assemble standard disposable or reusable biomedical waste containers with liners.
 - ii. Put on the following protective gear:
 1. Hard-hat, safety glasses or goggles, and respirator. Hard-hat and glasses or goggles should be bagged for decontamination after use. Respirator mask should be red bagged and disposed of after use.
 2. Coverall. Tyvek suits should be red bagged and disposed of after use.
 3. Gloves. Reusable gloves should be bagged and disposed of after use.
 4. Hands should be washed with anti-microbial cleanser after protective gear is disposed of.
 - iii. Remove waste from the unit by opening the appropriate access points and using the tools provided with the treatment unit.
 - iv. Place the waste into the waste containers with liners and securely close the containers.
 - v. Move the full containers into the storage area.
 - vi. Decontaminate the work area using spill control procedures.
 - vii. Steam the process train of the treatment unit, reaching a temperature of 165° F on the outside of the conveyor housing for 45 minutes to achieve a high level of disinfection.
- b. Decontaminate the facility by flushing the paved area with the disinfectant solution used for spill cleanup with the residue being absorbed, and placed in a medical waste container for proper disposal.
- c. Place any loose or improperly packaged waste into an additional medical waste container for transport. To treatment facility.
- d. Deliver containers of medical waste to an appropriately permitted medical waste facility for treatment and disposal.
- e. Perform an insect and rodent inspection, followed by extermination if indicated.
- f. Records of operation and closure of the facility will be stored off-site at one of our alternate treatment facilities for a period of five (5) years.
- g. Analysis and removal of contaminated soil is not necessary, as the storage and treatment area of the site is paved.
- h. Technical consultative services will not be required.

- i. There are no temporary buildings or other improvement to be removed.
- j. Monitoring after closure will not be required.
- k. Site security and access control will not be required.
- l. Upon completion of closure, appropriate notice will be submitted to the Department.
- c. *the estimated cost of closure of the facility, based on the cost of hiring a third party to close the facility at the point in the facility's operating life when the extent and manner of its operation would make closure the most expensive.*

The conditions under which the estimated cost of closure would be the most expensive are as follows:

The treatment system would contain approximately 2,000 pounds of untreated medical waste and the container storage area would contain approximately 500 carts full of untreated medical waste weighing 65 pounds (met) each, or 32,500 pounds.

Closure would require the removal, transportation and treatment of 32,500 pounds of medical waste. The facility would then require cleaning and disinfection to complete the closure.

The estimated cost of closure is shown in the following table:

| <u>Description</u> | <u>Units</u> | <u>Rate</u> | <u>Cost</u> |
|------------------------------|--------------|-------------|-------------|
| Waste removal, hours | 80 | \$25.00 | \$2,000.00 |
| Supplies, liners | 1,725 | \$0.20 | \$345.00 |
| Supplies, boxes | 1,725 | \$2.00 | \$3,450.00 |
| Transportation, pounds | 34,500 | \$.10 | \$3,450.00 |
| Treatment, pounds | 34,500 | \$.15 | \$5,175.00 |
| Cleaning, hours | 24 | \$25.00 | \$600.00 |
| Supplies, disinfectant, gal. | 10 | \$20.00 | \$200.00 |
| Supplies, absorbent, pounds | 500 | \$0.10 | \$50.00 |
| Supplies, disposables | 1 | \$200.00 | \$200.00 |
| Equipment, lot | 1 | \$500.00 | \$500.00 |
| Supervision, hours | 40 | \$50.00 | \$2,000.00 |
| Insect and rodent inspection | | | \$200.00 |
| Extermination service | | | \$500.00 |
| Ground Sampling | | | \$1,000.00 |
| Sub-Total | | | \$19,670.00 |
| Overhead n/a | | | \$1,867.00 |
| Contingency n/a | | | \$1,867.00 |

Total Cost**\$23,404.00**

K. Facility Post-Closure. Standards governing post-closure requirements are contained in LAC 33:VII.711.F (Type I and II landfills), LAC 33:VII.713.F (Type I and II surface impoundments), LAC 33:VII.715.F (Type I and II landfarms), and LAC 33:VII.721.E (Type III construction and demolition debris and woodwaste landfills).

1. The post-closure plan for all facilities must include the following:

a. specification of the long-term use of the facility after closure, as anticipated; and

The long-term use of the facility after closure is unknown. After post-closure clean-up and final closure, the facility would most likely be sold as a commercial property.

b. the cost of conducting post-closure of the facility, based on the estimated cost of hiring a third party to conduct post-closure activities in accordance with the closure plan.

The conditions under which the estimated cost of closure would be the most expensive are as follows:

The treatment system would contain approximately 2,000 pounds of untreated medical waste and the container storage area would contain approximately 500 carts full of untreated medical waste weighing 65 pounds (met) each, or 32,500 pounds.

Closure would require the removal, transportation and treatment of 32,500 pounds of medical waste. The facility would then require cleaning and disinfection to complete the closure.

The estimated cost of closure is shown in the following table:

| Description | Units | Rate | Cost |
|---------------------------------|--------------|-------------|-------------|
| Waste removal, hours | 80 | \$25.00 | \$2,000.00 |
| Supplies, liners | 1,725 | \$0.20 | \$345.00 |
| Supplies, boxes | 1,725 | \$2.00 | \$3,450.00 |
| Transportation, pounds | 34,500 | \$.10 | \$3,450.00 |
| Treatment, pounds | 34,500 | \$.15 | \$5,175.00 |
| Cleaning, hours (CMS employees) | 24 | \$25.00 | \$600.00 |
| Supplies, disinfectant, gal. | 10 | \$20.00 | \$200.00 |
| Supplies, absorbent, pounds | 500 | \$0.10 | \$50.00 |
| Supplies, disposables | 1 | \$200.00 | \$200.00 |
| Equipment, lot | 1 | \$500.00 | \$500.00 |
| Supervision, hours | 40 | \$50.00 | \$2,000.00 |
| Insect and rodent inspection | | | \$200.00 |

| | |
|-----------------------|--------------------|
| Extermination service | \$500.00 |
| Ground Sampling | \$1,000.00 |
| Sub-Total | \$19,670.00 |
| Overhead n/a | \$1,867.00 |
| Contingency n/a | \$1,867.00 |
| Total Cost | \$23,404.00 |

2. *The post-closure plan for Type I and II facilities must include the following:*

a. *the method for conducting post-closure activities, including a description of the monitoring and maintenance activities and the frequency at which they will be performed;*

A third party facility will be hired to conduct all of the clean-up and maintenance activities at the site, which are discussed in detail above in the closure plan. A regional manager from Commodore will be sent to the site to monitor the clean-up activities through to completion.

b. *the method for abandonment of monitoring systems, leachate collection systems, gas-collection systems, etc.;*

No monitoring system, gas-collection systems or leachate collection systems exist on the site.

c. *measures planned to ensure public safety, including access control and gas control; and*

All medical waste treatment operations take place indoors. The grounds surrounding the facility are covered with pavement and/or compacted gravel in order to prevent seepage into groundwater systems in the event of a spill. Our facility is surrounded by a 8' fence with barb wire across the top in order to prevent unauthorized entry. Regular inspections of plant equipment are conducted in order to ensure each piece is in proper working condition.

d. *a description of the planned uses of the facility during the post-closure period.*

There are no planned uses of the facility during the post-closure period.

L. Financial Responsibility.

Standards governing financial responsibility are contained in LAC 33:VII.727. A section documenting financial responsibility according to LAC 33:VII.727 which contains the following information, must be included for all facilities:

1. *the name and address of the person who currently owns the land and the name and address of the person who will own the land if the standard permit is granted (if different from the permit holder, provide a copy of the lease or document which evidences the permit holder's authority to occupy the property); or*

Ownership:

The current owner of the property is WTP Incorporated P.O. Box 38210, Shreveport, Louisiana 71133. WTP Incorporated will continue to be the owner of the property if the standard permit is granted. The lease that is attached evidences the permit holder's authority to occupy the property.

Section 521

3. *evidence of liability coverage, including:*

- a. *personal injury, employees, and the public (coverage, carriers, and any exclusions or limitations);*

The Certificate of Insurance that is attached as Exhibit V evidences the permit holder's coverage including personal injury, property damage, and environmental risks.

- b. *property damage (coverage and carrier);*

The Certificate of Insurance that is attached as Exhibit V evidences the permit holder's coverage including personal injury, property damage, and environmental risks.

- c. *environmental risks; and*

The Certificate of Insurance that is attached as Exhibit V evidences the permit holder's coverage including personal injury, property damage, and environmental risks.

4. *evidence of a financial assurance mechanism for closure and/or post-closure care and corrective action for known releases when needed.*

Evidence of financial assurance mechanism for closure and/or post closure care and corrective action for known releases, when needed, was submitted prior to the receipt of waste for processing at the facility. The financial assurance mechanism for closure will be a certificate of insurance conforming to the requirements of §727.A.2. An originally signed duplicate of the certificate of insurance was submitted to the Office of Management and Finance, Financial Services Division prior to the receipt of waste.

M. Special Requirements. The administrative authority may require additional information for special processes or systems and for supplementary environmental analysis.

There are no additional information or special processes or systems requirements in place for a Type II-A facility.

§523. Part III: Additional Supplementary Information

The following supplementary information is required for all solid waste processing and disposal facilities. All responses and exhibits must be identified in the following sequence to facilitate the evaluation:

A. a discussion demonstrating that the potential and real adverse environmental effects of the facility have been avoided to the maximum extent possible;

See Exhibit W.

B. a cost-benefit analysis demonstrating that the social and economic benefits of the facility outweigh the environmental-impact costs;

See Exhibit W.

C. a discussion and description of possible alternative projects which would offer more protection to the environment without unduly curtailing non-environmental benefits;

See Exhibit W.

D. a discussion of possible alternative sites that would offer more protection to the environment without unduly curtailing non-environmental benefits; and

See Exhibit W.

- E. a discussion and description of the mitigating measures which would offer more protection to the environment than the facility, as proposed, without unduly curtailing non-environmental benefits.

See Exhibit W.

Exhibit A Notice of Intent Proof of Publication

CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the official Journal of the State of Louisiana, the City of Baton Rouge, and the Parish of East Baton Rouge, in the following issues:

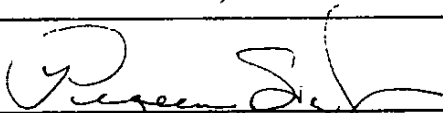
February 8, 2006



Susan A. Bush, Public Notices Clerk

Sworn and subscribed before me by the person whose signature appears above in Baton Rouge, Louisiana, on

March 17, 2006



Pegeen Singley, Notary Public, #66565
My Commission Expires: Indefinite

3261394

COMMODORE MEDICAL
ATTN: RAQUEL TOOMBS
1941 CEMENT PLANT RD
NASHVILLE, TENN 37208

PUBLIC NOTICE OF INTENT TO SUBMIT PERMIT APPLICATION

**COMMODORE MEDICAL
SERVICES OF LOUISIANA, L.P.
2000 CEDAR STREET,
CADDO PARISH, LOUISIANA**

Notice is hereby given that Commodore Medical Services of Louisiana, L.P. does intend to submit to the Department of Environmental Quality, Office of Environmental Services, Permits Division, an application for a permit to operate a Type II A Non-Industrial Biomedical Waste Processing facility in Caddo Parish, Range 14W, Township 17N, Section 2 which is located at 2000 Cedar Street, Shreveport, Louisiana 71103.

Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Water and Waste Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

3261394-feb 8-11

ITAL CITY PRESS

Publisher of
THE ADVOCATE

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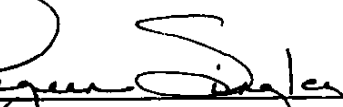
The hereto attached notice was published in THE ADVOCATE, a newspaper of general circulation published in Baton Rouge, Louisiana, and the official Journal of the State of Louisiana, the City of Baton Rouge, the Parish of East Baton Rouge, in the following issues:

10/15/05


an A. Bush, Public Notices Clerk

and subscribed before me by the person whose signature appears above:

October 15, 2005


Singley, Notary Public, #66565
Commission Expires: Indefinite
Baton Rouge, Louisiana

PUBLIC NOTICE OF EXEMPTION REQUEST COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P. 2000 CEDAR STREET, CADDO PARISH, LOUISIANA

Notice is hereby given that Commodore Medical Services of Louisiana, L.P. (formally Aegis Bio-Systems) has applied for a temporary exemption to the Department of Environmental Quality, Office of Environmental Services, Water and Waste Permits Division, to operate a Type II-A Non-Industrial Biomedical Waste Processing facility in Caddo Parish, Range 14W, Township 17N, Section 2 which is located at 2000 Cedar Street, Shreveport, Louisiana 71103.

Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Water and Waste Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

3189301-oct-15-1t

COMMODORE MEDICAL SERVICES

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CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

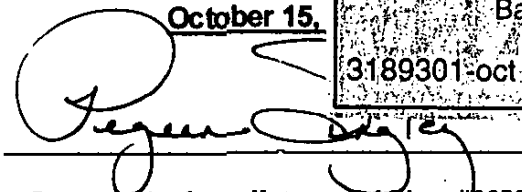
The hereto attached copy of this notice published in THE ADVOCATE, a daily newspaper of general circulation published in Baton Rouge, Louisiana, and the official newspaper of the State of Louisiana and the Parish of East Baton Rouge, in the following date:

10/15/05


Susan A. Bush, Publisher

Sworn and subscribed to by the person whose signature appears below:

October 15, 2005


Pegen Singley, Notary Public, #66565
My Commission Expires: Indefinite
Baton Rouge, Louisiana

PUBLIC NOTICE OF EXEMPTION REQUEST COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P. 2000 CEDAR STREET, CADDO PARISH, LOUISIANA

Notice is hereby given that Commodore Medical Services of Louisiana, L.P. (formerly Aegis Bio-Systems), has applied for a temporary exemption to the Department of Environmental Quality, Office of Environmental Services, Water and Waste Permits Division, to operate a Type II-A Non-Industrial Biomedical Waste Processing facility in Caddo Parish, Range 14W, Township 17N, Section 2 which is located at 2000 Cedar Street, Shreveport, Louisiana 71103.

Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Water and Waste Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

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COMMODORE MEDICAL SERVICES

**2000 CEDAR ST
SHREVEPORT**

LA 71103

The Times

PROOF OF PUBLICATION

00000

STATE OF LOUISIANA

PARISH OF CADDO

Before me, the undersigned authority, personally came and appeared

Altheas Critton, personally known to me,

Who being duly sworn, deposes and says that she is the Assistant to the
Classified Advertising Manager of The Times, and that the attached
Advertisement entitled:

PUBLIC NOTICE OF INTENT TO SUBMIT PERMIT APPLICATION
COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P. 2000 CEDAR
STREET CADDO PARISH, LOUISIANA

February 28, 2006

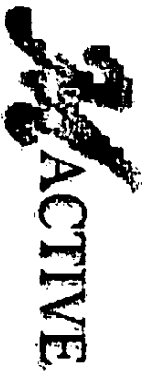
(Signed) Altheas Critton

Sworn to and subscribed before me this 28th day of February, 2006

Diana W. Barber
(Notary)

DIANA W. BARBER, NOTARY PUBLIC # 60491
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE





Payment Receipt

Monday, February 28, 2006

Transaction Type: **Payment**

Ad Number: **0000547135**

Apply to Current Order: **Yes**

Payment Method: **Check/Money Order**

Bad Debt: **-**

Credit Card Number:

Credit Card Expire Date:

Payment Amount: **\$549.20**

Amount Due: **\$0.00**

Reference Number:

Charge to Company: **The Times**

Category: **Classified**

Credit to Transaction Number:

Invoice Text: **Public Notice Commodore Medical Service 2000 Cedar St**

Invoice Notes: **Adv. February 28, 2006**

Customer Type: **Transient - Comm**

Customer Category:

Customer Status: **Credit OK**

Customer Group:

Customer Trade:

Account Number: **13156**

Phone Number: **6152972104**

Company / Individual: **Company**

Customer Name: **COMMODORE MEDICAL**

Customer Address: **1941 CEMENT PLANT ROAD**

NASHVILLE, TN 372080000 USA

Check Number: **3799**

Routing Number:

The Times

PROOF OF PUBLICATION

00000

STATE OF LOUISIANA
PARISH OF CADDO

Before me, the undersigned authority, personally came and appeared

Altheas Critton, personally known to me,

Who being duly sworn, deposes and says that she is the Assistant to the
Classified Advertising Manager of The Times, and that the attached
Advertisement entitled:

PUBLIC NOTICE OF EXEMPTION REQUEST COMMODORE
MEDICAL SERVICES OF LOUISIANA, L.P. 2000 CEDAR STREET,
CADDO PARISH, LOUISIANA

October 14, 2005

(Signed) Altheas Critton

Sworn to and subscribed before me this 14th day of October, 2005

Diana W. Barber
(Notary)

DIANA W. BARBER, NOTARY PUBLIC # 60491
CADDO PARISH, LOUISIANA
MY COMMISSION IS FOR LIFE



PUBLIC NOTICE OF EXEMPTION REQUEST

COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P. 2000 CEDAR STREET, CADDO PARISH, LOUISIANA

Notice is hereby given that Commodore Medical Services of Louisiana, L.P. (formerly Aegis Bio-Systems) has applied for a temporary exemption to the Department of Environmental Quality, Office of Environmental Services, Water and Waste Permits Division, to operate a Type II-A Non-Industrial Biomedical Waste Processing facility in Caddo Parish, Range 14W, Township 17N, Section 2, which is located at 2000 Cedar Street, Shreveport, Louisiana 71103.

Comments concerning the facility may be filed with the secretary of the Louisiana Department of Environmental Quality at the following address:

Louisiana Department of Environmental Quality
Office of Environmental Services
Water and Waste Permits Division
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313

The Times:
October 14, 2005

NOTICE OF PUBLIC HEARING NOT EXCEEDING \$4,150,000 LOUISIANA PUBLIC FACILITIES AUTHORITY MORTGAGE REVENUE BONDS (GNMA COLLATERALIZED MORTGAGE LOAN - NORTH PARK APARTMENTS PROJECT)

NOTICE IS HEREBY GIVEN that the Louisiana Public Facilities Authority (the "Authority") will hold a public hearing on Wednesday, November 2, 2005, at 9:30 a.m. at the offices of the Authority, 2237 South Acadian Thruway, Suite 650, Baton Rouge, Louisiana, with respect to the captioned revenue bonds (the "Bonds"). The Bonds are proposed to be issued by the Authority in one or more series for the purpose of acquiring, renovating and equipping of an approximately 468,706 square foot 110-unit apartment complex for low income residents located at 2500 Montgomery Lane, Bossier City, Louisiana, on behalf of North Park II, L.P., a Tennessee limited partnership (the "Partnership") and paying the costs of issuance of the Bonds. The initial and exclusive owner, operator and manager of the foregoing facilities is the Partnership.

The Authority shall conduct the public hearing for the purpose of receiving comments on and hearing any objections (verbal or written) to the proposed issuance of the Bonds. All interested parties are invited to attend such public hearing to express their views. Questions or requests for additional information may be directed to Foley & Judell, L.L.P., Attorneys and Counsellors at Law, 601 St. Ferdinand Street, Baton Rouge, Louisiana 70802, telephone (225) 923-2476.

Persons who intend to appear at the hearing and express their view are invited to contact Ms. Stacye Bradford, Executive Assistant, Bond Financing Coordinator of the Authority, at the Authority's offices, either in writing or by telephone (225) 923-0020, in advance of the hearing. Any interested persons unable to attend the hearing may submit their views in writing to Ms. Bradford prior to the date scheduled for the hearing. The location and time of the hearing may be changed or an additional hearing will be scheduled if requested to do so in written requests submitted to Ms. Bradford prior to the aforementioned date of the hearing by a significant number of interested persons.

The Bonds will be secured solely by payments made by the Partnership, will not be payable from any other revenue of the Authority or the State of Louisiana, and will not constitute an indebtedness of the Authority or the State of Louisiana, within the meaning of any constitutional or statutory limitation of indebtedness.

This notice is published and the aforementioned public hearing is to be held in satisfaction of the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

LOUISIANA PUBLIC FACILITIES AUTHORITY

The Times:
October 14, 2005

Exhibit B Lease Agreement

08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 02

From:

08/19/2005 16:37 #239 P.001/017

COMMERCIAL LEASE AND PURCHASE AGREEMENT**Parties:**

This Commercial Lease Agreement ("Lease") is entered into between WTP Incorporated ("Lessor"), and Dogwood Environmental of Louisiana, L.L.C. ("Lessee") whether one or more. Each Lessee is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. A judgment entered against one Lessee shall be no bar to an action against other Lessees.

1. Premises:

Lessor rents to Lessee, and Lessee rents from Lessor the following described premises, in its present state and condition, consisting of twenty-four (24) acres of real estate and improvements situated at 2000 Cedar Street, in the City of Shreveport, Parish of Caddo, State of Louisiana, also described as Cedar Street Truck Terminal and further described in Exhibit A ("the premises"), of which Lessor is the owner, together with the all improvements, buildings, and furnishings.

2. Lessee's Access To Premises:

Upon the execution of this Lease (August 19, 2005) and upon payment of the Security Deposit described in section 13 hereof, Lessor grants to Lessee, Lessee's employees, agents and invitees access to and from the premises.

3. Term/Conditions:

The term of this Lease is for 36 months, commencing on the 1st day of October, 2005 and expiring on the 30th day of September, 2008, unless renewed or extended pursuant to the terms herein.

Lessee's obligation to lease the premises is expressly conditioned upon receipt by Lessee of a reasonably acceptable Phase I Environmental Site Assessment on or before October 1, 2005. In the event that the Phase I Environmental Site Assessment recommends that Lessee obtain a Phase II Environmental Site Assessment, then Lessee shall pay for the Phase II work and Lessee's obligation to continue to lease the premises shall be expressly conditioned upon receipt by Lessee of a reasonably acceptable Phase II Environmental Site Assessment on or before December 1, 2005. In the event this condition is not satisfied, the Security Deposit will be immediately refunded to Lessee.

Lessee's obligation to continue to lease the premises is expressly conditioned upon receipt by Lessee of zoning approvals and operating permits as reasonably required by Lessor based on Lessee's intended use of the premises on or before December 31, 2005. Lessee may elect to occupy the premises under the terms of this Lease while awaiting such approvals. In the event this condition is not satisfied, the Security Deposit will be immediately refunded to Lessee.

Lessee's obligation to lease the premises is expressly conditioned upon receipt by Lessee of a reasonably acceptable appraisal of the property establishing a fair market value of \$580,000 on or before October 1, 2005. In the event this condition is not satisfied, the Security Deposit will be immediately refunded to Lessee.

4. Use:

Lessee shall use and occupy the premise for the purpose of processing and disposal of medical waste, offices, and other related uses. Lessor represents and warrants that the property is adequate and proper for its intended use.

Lessee covenants:

WTP
DSF

From:

08/19/2005 16:38 #239 P.002/017

- a. To surrender the premises to Lessor at the end of the Term or any renewal period upon notice from Lessor.
- b. To keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Lessor in substantially the same or improved condition that existed when Lessee took occupancy, except for ordinary wear and tear and any additions or alterations authorized by Lessor.
- c. To keep the premises in good repair at Lessee's own expense with the exception of those repairs specifically designated as Lessor's responsibility herein. (See Below)
- d. Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
- e. Not to permit any waste or nuisance.
- f. To keep the sidewalks, if any, in front of or adjoining the premises clean, in acceptable appearance and sanitary condition.

5. Lessor's Responsibility for Repairs:

All repairs, except those stipulated below, which are the responsibility of the Lessor, shall be made by Lessee at Lessee's own expense. If the Lessor pays for the same or any part thereof, such payment shall constitute Additional Rent, as hereinafter defined, and payable by Lessee under this Lease, due from Lessee to Lessor at the next rent day after any such payment.


During the initial lease term, Lessor shall be responsible for making only the following repairs, and only for amounts in excess of \$2,500 per item per repair:

- a. The roof over the premises.
- b. Structural repairs to exterior walls, structural columns and structural floors, which collectively enclose the premises.
- c. Heating, Ventilation and Air Conditioning systems

After the initial lease term, Lessor shall have no further repair obligations.

6. Hazardous Material:

Lessee hereby indemnifies and holds Lessor and Lessor's officers, directors, shareholders, managers, members, agents and employees harmless from and against, and shall reimburse Lessor and Lessor's officers, directors, shareholders, managers, members, agents and employees for, any and all "Losses" (as hereinafter defined) arising from, out of or as a consequence, directly or indirectly, of the release or presence of any Hazardous Materials on the premises which first occurs during the Term of this Lease, whether foreseeable or unforeseeable, and whether or not known to Lessee, it being understood and agreed that the foregoing indemnity includes, but is not limited to, all costs of removal, remediation of any kind, detoxification, clean up and disposal of such Hazardous Materials and the preparation of any closure or other required plans, all costs of determining whether the premises is in compliance and causing the premises to be in compliance with all applicable Environmental Laws, all costs and fees associated with claims for damages to persons, property, or natural resources, and Lessor's reasonable attorneys' fees and consultants' fees and court costs in respect thereto whether or not litigation or administrative proceedings shall occur, including all costs and expenses incurred or suffered by Lessor by reason of any violation of any applicable Environmental Law which occurs, or has occurred, upon the premises during the Term of this Lease, or by reason of the imposition of any governmental lien for the recovery of environmental clean-up costs expended by reason of such violation, it being expressly understood and agreed that to the


11/4/11
DSF

08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 04

From:

08/19/2005 16:39 #239 P.004/017

Upon the execution of this Lease and during the Term hereof, Lessee also covenants and agrees to pay as "Additional Rent" prior to the respective due dates thereof all insurance premiums, charges, costs, expenses, and payments required to be paid by Lessee in accordance with any of the provisions of this Lease.

All amounts payable by Lessee under this Section shall collectively comprise the rent due and payable under this Lease ("rent").

8. Returned Check and Stop Payment:

In each instance that a check or other acceptable instrument offered by Lessee to Lessor for any amount due under this Agreement or in payment of rent is returned for lack of sufficient funds, a "stop payment" or any other reason, a service charge of \$30.00, which does not exceed the maximum amount allowed by applicable Louisiana law, will be assessed.

9. Late Charges:

If Lessor fails to pay the rent in full before the end of the 5th day after notice of non-receipt of rent when due, Lessee will be assessed a late charge of \$200, for the handling of such late payment, as allowed by applicable Louisiana law. Lessor reserves and in no way waives the right to insist on payment of the rent in full on the date it is due. This late payment charge is in addition to any other rights or remedies of the Lessor.

10. Purchase Option:

It is hereby agreed that Lessee shall have the option to purchase the approximately 24 acres of real estate and any improvements thereon known as: 2000 Cedar Street Truck Terminal, in the City of Shreveport, Parish of Caddo, State of Louisiana under the following terms of sale:

To purchase all of such property, the purchase price shall be Four Hundred Thousand Dollars (\$400,000), subject to adjustment as set forth below. Such purchase price shall be payable with a down payment of Forty Thousand Dollars (\$40,000) payable upon exercise of said purchase option. In such an event, Lessor shall provide financing for the remainder of the purchase price and Lessee shall pay such financing with monthly payments of principal and interest based on an interest rate of 10% per annum and a seven year loan term.

Upon the exercise of any extension(s) to the Lease as set forth in section 21 hereof, the purchase price shall be reduced by 90% of the total lease payments made by Lessee, provided that the option purchase price shall not fall below \$1 per acre.

At Lessee's option, Lessee may choose to purchase only a percentage of the leased premises and the purchase price shall be prorated based on the percentage of the acreage purchased, provided however, that the total purchase price shall not decrease below a total of ~~\$400,000~~ *400,000 WTP* -

This purchase option must be exercised in writing no later than October 1, 2017 or prior to or simultaneous with the termination of the Lease by affirmative request of Lessee, whichever shall occur first. For Lessee to exercise Lessee's option under this Purchase Option, Lessee agrees to notify Lessor in writing. The option shall be exercised automatically on October 1, 2017 unless written notice of Lessee's intent not to exercise is given to Lessor not less than 24 hours prior to such date.

Lessor and Lessee each agree that this Lease, including Lessee's option to purchase the premises, shall be specifically enforceable.

Lessee and Lessor shall use reasonable efforts to draft a form of Purchase Agreement within thirty (30) days from the date Lessee hereof.

11. Utilities:

WTP **DSF**

From:

08/19/2005 16:39 #239 P.005/017

Unless otherwise provided in this Lease, all applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only. In addition, unless otherwise provided in this Lease, Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

Notwithstanding the foregoing, the sewer and natural gas hookup charges shall be paid by Lessee.

In the event Lessee fails to pay utilities as due, Lessor has the right to enforce and shall enforce payment in the same manner as in rent in arrears or default.

12. Lessee's Examination and Acceptance of Premises:

Lessor shall remove the rail cars located at the premises and shall repair damage to the main building caused by such railroad car. Lessee agrees that no agreement has been made to redecorate, repair or improve the premises unless hereinafter set forth specifically in writing. Lessor will deliver the leased premises and all common areas in a habitable condition, pursuant to applicable state law. Subject to Lessor's specific representations, warranties and covenants set forth herein, Lessee takes premises in its AS-IS condition. Lessee agrees not to damage the premises through any act or omission, and to be responsible for any damages sustained through the acts or omissions of Lessee, Lessee's employees or Lessee's invitees, licensees, and/or guests.

13. Security Deposit:

Upon execution of this Lease, Lessee will deposit with Lessor the sum of Ten Thousand Dollars (\$10,000) ("Security Deposit") as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. It is expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Lessor's damages in case of default by Lessee.

The Security Deposit shall be held, applied to damages or rent and returned to Lessee all in accordance with the laws of the state where the premises are located and in force at the time of execution of this lease.

Lessor may, from time to time, to the extent permitted by the laws of the state where the premises are located, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant, obligation or default of Lessee hereunder, including Lessee's obligations to others due to be paid by Lessee under the provisions of this Lease. Following any such application of the Security Deposit, Lessor shall pay to Lessee on demand the amount so applied in order to restore the Security Deposit to its original amount.

Lessor shall not sell, lease, convey, or otherwise transfer Lessor's interest in the premises during the term of this Lease without Lessee's consent.

Furthermore, If Lessee exercises the purchase option, the Security Deposit will be used in full as a down-payment toward the purchase price of the property.

14. Additional Security and Lien By Lessor:

As additional security, Lessee acknowledges, to the extent allowed by applicable law, Lessor's right to hold and sell, with due legal notice, all property on or to be brought on the premises in order to satisfy unpaid rent, expenses, and utilities. As long as Lessee is in default in the terms of this lease, Lessee shall not remove any property brought onto the premises other than in the ordinary course of business.

15. Lessor's Right to Pay Lessee's Obligations to Others:

Lessor reserves the right, but not the obligation, in addition to any other right or remedy, to pay Lessee's obligations to others due to be paid by Lessee under the provisions of this Lease, including, but not limited

PRE-OFF
W.P.P.
DSF

From:

08/19/2005 16:39 #239 P.006/017

to, utilities, after five (5) days notice of Lessor's intention to do so to Lessee. In the event of any such payment by Lessor, such payment shall constitute Additional Rent payable by Lessee under this Lease, due from Lessee to Lessor at the next rent day after any such payment.

16. Liens:

Lessee shall not do any act which shall in any way encumber the title of Lessor in and to the premises, nor shall Lessee create or permit to be created, and shall promptly discharge, any such lien (including, but not limited to, any mechanic's, contractor's, subcontractor's or material man's lien or any lien, encumbrance or charge arising out of any conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the premises or any part thereof or the income therefrom, and Lessee shall not suffer any other matter or thing whereby the estate, rights and interest of Lessor in the premises or any part thereof might be impaired.

If Lessee shall fail to cause any such lien to be discharged of record, then Lessor, after five (5) days notice of its intention to do so, shall have the right, but not the obligation, in addition to any other right or remedy, to discharge such lien either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings, and in any such event Lessor shall be entitled if it so elects to compel the prosecution of an action for foreclosure of such lien by the Lessee and to pay the amount of judgment in favor of the lien owner with interest, costs and allowances. Any amount so paid by Lessor and all costs and expenses (including reasonable attorneys' fees) incurred by Lessor in connection therewith shall constitute Additional Rent payable by Lessee under this Lease, due from Lessee to Lessor at the next rent day after any such payment.

This Lease shall constitute notice that Lessor shall not be liable for any work performed or to be performed, or any materials furnished or to be furnished, at the premises for Lessee upon credit, and that no mechanic's or other lien for such work or materials shall attach to or affect the estate or interest of Lessor in and to the premises, unless specifically ordered by Lessor in writing.

Lessee shall have no power to do any act or make any contract that may create or be the foundation for any lien, mortgage or other encumbrance upon the estate of Lessor, or any other interest of Lessor in the premises, the Building or the other Improvements or any part thereof.

AA Lessor shall not do any act which shall in any way encumber the title of Lessor in and to the premises, nor shall Lessor create or permit to be created, and shall promptly discharge, any such lien (including, but not limited to, any mechanic's, contractor's, subcontractor's or material man's lien or any lien, encumbrance or charge arising out of any conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the premises or any part thereof or the income therefrom, and Lessor shall not suffer any other matter or thing whereby the estate, rights and interest of Lessor in the premises or any part thereof might be impaired.

17. Return of Security Deposit:

As provided by applicable state law, within 5 days after Lessee has vacated the premises, returned keys and provided Lessor with a forwarding address, Lessor will return the deposit in full or give Lessee an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Lessor, along with a check for any deposit balance.

18. Default and Termination for Default:

If Lessee shall fail to pay rent when due, the Lessor, at his option, may terminate all rights of the Lessee herein (except the Purchase Option) and demand surrender of the premises, after not less than ten (10) days of receipt of written notice of such default, given by certified mail unless Lessee rectifies or cures the default within the said time. In such event of termination, the Purchase Option must be exercised within 30 days of such termination or will automatically expire.

WAF DSF

From:

08/19/2005 16:40 #239 P.007/017

In the event of a default made by Lessee in any of the other covenants or conditions to be kept, observed and performed by Lessee, Lessee shall have thirty (30) days after receipt of written notice thereof to cure such default or commence a good faith effort to cure such default. In the event that the Lessee shall fail to cure any default within the time allowed under this paragraph, Lessor may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the premises is not surrendered, Lessor may reenter said premises. Lessor shall have, in addition to the remedy above provided, any other right or remedy available to Lessor on account of any Lessee default, either in law or equity. Lessor shall use reasonable efforts to mitigate its damages. In such event of termination, the Purchase Option must be exercised within 30 days of such termination or will automatically expire.

19. Notices - Agents and Authority to Receive Legal Papers:

Any notice, which either party may or is required to give, be it for default of the terms and covenants of this Lease or any other reason, may be given by mailing the same, by certified mail, to either party at the following addresses:

Lessor: P.O. Box 38120, Shreveport, Louisiana 71133 or 3514 East Texas Street
Bossier City, LA 71111

Lessee: 1941 Cement Plant Road, Nashville, TN 37208

20. Lessor's Default:

Lessee hereby agrees, in the event of any default by Lessor, Lessee shall, before exercising any rights that Lessee may have at law to cancel this lease, first send notice by registered or certified mail, or hand delivery, to Lessor, and shall have offered Lessor ten (10) days in which to correct and cure the default or commence a good faith effort to cure such default. Lessee shall have the right of specific performance with respect to any default by Lessor.

21. Options To Renew:

Lessee shall have continuing options to renew the lease for additional term(s) of twelve (12) months commencing at the expiration of then existing lease term. All of the terms, conditions and covenants of the lease shall apply during the renewal terms. The option shall be exercised automatically unless written notice of Lessee's intent not to renew is given to Lessor not less than 30 days prior to the expiration of the initial or renewed lease term. After 7 such renewals, Lessee shall have the option to renew the lease for an additional term of five (5) months commencing at the expiration of then existing lease term. The option shall be exercised automatically unless written notice is given to Lessor not less than 30 days prior to the expiration of the initial or renewed lease term. Thereafter, Lessee shall have continuing options to renew the lease for additional term(s) of twelve (12) months commencing at the expiration of then existing lease term, provided that the annual rent payments shall be \$1 per acre per year. The option shall be exercised automatically unless written notice is given to Lessor not less than 30 days prior to the expiration of the initial or renewed lease term.

22. Lessee's Failure to Take Possession:

If, after signing this Agreement, Lessee fails to take possession of the premises, Lessee will still be responsible for paying rent and complying with all other terms of this Agreement.

23. Lessor's Failure to Deliver Possession:

If Lessor is unable to deliver possession of the premises to Lessee for any reason not within Lessor's control, including but not limited to partial or complete destruction of the premises, Lessee will have the right to terminate this Agreement upon proper notice. Lessee agrees to hold Lessor and Lessor's agents harmless for loss or damage for any reason not within Lessor's control.

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From:

08/19/2005 16:40 #239 P.008/017

24. Condemnation:

If any legally constituted authority condemns the premises or such part thereof which shall make the premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Lessor and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

25. Eminent Domain:

If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premise, shall be taken by eminent domain during the first five (5) years of this lease, this lease shall terminate on the date when title vests pursuant to such taking. The rent shall be apportioned as of the termination date, and any rent paid for any period before that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

26. Assignment of Agreement and Subletting:

Lessee shall have the right, with Lessor's consent, which shall not be unreasonably withheld, to assign this Lease to an entity with which Lessee may merge or consolidate, to any subsidiary of Lessee, to any entity under common control with Lessee, or to a purchaser of substantially all of Lessee's assets provided that (a) the net worth of such assignee after such merger, reorganization or consolidation shall be no less than that of Lessee immediately prior to the execution of this Lease, (b) Lessee is not at such time in Default hereunder, and (c) such successor shall execute an instrument in writing fully assuming all of the obligations and liabilities imposed upon Lessee hereunder and deliver the same to Lessor; whereupon Lessee shall be discharged from any further liability hereunder.

No assignment or transfer of this Lease by Lessee consented to by Lessor shall be effective, unless the assignee or transferee shall, at the time of such assignment or transfer, assume all the terms, covenants and conditions of this Lease thereafter to be performed by Lessee and shall agree to be bound thereby. Notwithstanding such assignment or transfer or the acceptance by Lessor from such assignee of any rent or other monies or other performance of the obligations of Lessee hereunder, Lessee shall remain liable and obligated as a principal (and not as a surety or guarantor) to perform all the terms, conditions and covenants, including the payment of rent and other monies, herein provided to be performed by Lessee.

27. Violation of Laws:

Lessee, guests and invitees of either Lessee or guests will not use the premises in such a manner that violates any law, ordinance, statutes or requirement of any municipal, state or federal authority now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Lessor shall comply with all laws, orders, ordinances, statutes or requirements now or hereafter affecting the premises.

28. Insurance:

If the premises is damaged by fire or other casualty resulting from any act or negligence of Lessee or any of Lessee's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Lessee shall be responsible for the costs of repair not covered by insurance.

Lessee and Lessor shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in and on the premises with the premiums

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PAGE 09

From:

08/19/2005 16:41 #239 P.009/017

thereon fully paid on or before the due date, by companies reasonably satisfactory to Lessor and any mortgagee of Lessor and licensed to do business in the State of Louisiana, such insurance to afford minimum protection of not less than 1,000,000 Dollars (\$1,000,000) in liability, single limit coverage of bodily injury.

Further, Lessee will carry property damage insurance with a minimum protection/replacement value of the appraised value of the structures. Lessor and such other persons or entities as Lessor may designate, as their interests may appear, shall be listed as an additional insured on Lessee's policy or policies of comprehensive general liability insurance, and such policies shall provide that losses shall be paid to such insured's as their interests may appear. Lessee shall provide Lessor with current Certificates of Insurance evidencing Lessee's compliance with this Paragraph along with receipts or other evidence that the premiums thereon have been paid for at least one (1) year. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor of a material change of coverage or that a policy is due to expire at least thirty (30) days prior to the implementation of such change or expiration. Certificates evidencing renewals of each policy of insurance shall be delivered to Lessor at least twenty (20) days prior to the expiration dates of the respective policies. To the maximum extent permitted by insurance policies owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation that might otherwise exist.

Lessee shall perform and satisfy all requirements of the companies writing any insurance policies referred to in this Lease so that at all times companies of good standing, satisfactory to Lessor, shall be willing to write such insurance.

In case Lessee shall at any time fail, neglect or refuse to procure or renew any insurance hereinabove provided, then Lessor shall have the right, but not the obligation, to procure or renew such insurance and any amounts paid therefore by Lessor shall be so much Additional Rent due at the next rent day after any such payment.

Lessee has the option to procure insurance through an independent, reputable insurance broker OR reimburse Lessor for insurance policy already in effect, which is \$4,067 annually. If Lessor's current insurance policy is assumed by Lessee, the premiums may be pro-rated, paid monthly and included in lease.

Lessor shall not be required to maintain insurance against thefts on or within the premises.

29. Tax Increase:

Lessee shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the premises, and all personal property taxes with respect to Lessor's personal property, if any, on the premises. Lessee shall be responsible for paying all personal property taxes with respect to Lessee's personal property at the premises.

In the event there is any increase during any year of the term of this lease in the City, Parish or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation:

Lessor shall be solely responsible for and shall pay any such increase. Lessee shall have no responsibility or liability with regards to any such tax increase.

Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 100% of the increase in taxes upon the land and building in which the premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

30. Property Damage And Destruction:

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08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 10

From:

08/19/2005 16:41 #239 P.010/017

If the premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Lessee's purposes, then Lessee shall have the right within ninety (90) days following damage to elect by notice to Lessor to terminate this Lease as of the date of such damage.

In the event of a partial destruction of the premises during the term hereof from any other cause, Lessor shall forthwith repair the same. Lessee shall be relieved from paying rent and other charges during any portion of the Lease term that the premises are inoperable or unfit for occupancy, or use, in whole or in part, for Lessee's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payment(s), if any, but if no further payments are to be made, any such advance payments shall be refunded to Lessee. In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes or governmental restrictions which are beyond the reasonable control of Lessor.

In the event said repairs cannot be made within sixty (60) days or Lessor shall not elect to make such repairs that cannot be made within sixty (60) days, then Lessee shall have the option to make such repairs and Lessor shall make any insurance proceeds available. If Lessee elects not to make such repairs, then this lease may be terminated at the option of Lessee.

31. Alterations and Repairs by Lessee:


Lessee shall have the right to make alterations, additions, and/or improvements, in, to or about the premises, with Lessor's consent, which shall not be unreasonably withheld.

Subject to Lessor's obligations to make repairs, during the Lease term, Lessee shall make, at Lessee's expense, following Lessor's written consent, all necessary repairs to the premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Lessee, at Lessee's expense, shall have the right without Lessor's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the premises from time to time as Lessee may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Lessee shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Lessee at the commencement of the Lease term or placed or installed on the premises by Lessee thereafter, shall remain Lessee's property free and clear of any claim by Lessor. Lessee shall have the right to remove the same at any time during the term of this Lease provided removal of such improvement(s) will not cause material injury to the premises. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of Lessor upon installation. Not later than the last day of the Term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, employees, visitors, or licensees, excepted.

32. Lessor's Right to Access:

In the event of an emergency, to make repairs or improvements or to show the premises to prospective buyers or Lessees or to conduct an annual inspection or to address a safety or maintenance problem, for the purposes of inspecting the same, Lessor or Lessor's agents may enter the premises at reasonable hours, provided Lessor shall not thereby unreasonably interfere with Lessee's business on the premises. Except in



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08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 11

From:

08/19/2005 16:42 #239 P.011/017

cases of emergency, Lessee's abandonment of the premises, court order or where it is impractical to do so, Lessor shall give Lessee 24 hour notice before entering.

Lessee will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

33. Lessee's Maintenance:

Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including, unless otherwise specified herein, plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and major mechanical systems, subject to the obligations of the parties otherwise set forth in this Lease.

34. Parking:

During the term of this Lease, Lessee shall have the exclusive use of all aspects of the premises, including without limitation, the parking areas, driveways, and footways.

35. Signs:

With Lessor's consent which shall not be unreasonably withheld or delayed, Lessee shall have the right to place on the premises, at locations selected by Lessee, any signs which are permitted by applicable zoning ordinances and private restrictions. Lessor shall assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs. Lessee shall repair all damage to the premises resulting from the removal of signs installed by Lessee.

36. No. Subordination:

This Lease shall be superior at all times to the lien of any mortgages and trust deeds in any amount or amounts whatsoever now or hereafter placed on or against the Building or the premises or on or against Lessor's interest or estate therein, all without the necessity of having further instruments executed on the part of Lessee to effectuate such senior status; provided that in the event of a foreclosure of any such mortgage or trust deed or any other action or proceeding for the enforcement thereof, or of any sale there under, this Lease (including the option to purchase) will not be barred, terminated, cut off or foreclosed nor will the rights and possession of Lessee hereunder be disturbed. Lessor agrees to execute and deliver upon demand such further instruments evidencing such superiority of this Lease to the lien of any such mortgages or trust deeds as may be required by Lessee.

37. Memorandum of Lease:

The parties hereto contemplate that this Lease should and shall be filed for record, provided, however, that in lieu thereof, at the request of either party, Lessor and Lessee shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

38. Estoppel Certificate:

At any time and from time to time but on not less than ten (10) days prior written request by either party hereto, the other party shall execute, acknowledge and deliver to the requesting party, promptly upon request, a certificate certifying (a) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect, as modified, and stating the date and nature of each modification), (b) the date, if any, to which rent and other sums payable hereunder have been paid, (c) that no notice has been received by such party of any Default which has not been cured, except as to

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08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 12

From:

08/19/2005 16:42 #239 P.012/017

Defaults specified in the certificate, and (d) such other matters as may be reasonably requested by the requesting party. Any such certificate may be relied upon by any prospective purchaser, mortgagee or beneficiary under any trust deed of the premises or any part thereof and by any collateral assignee of this Lease.

39. Indemnification of Lessor:

Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claim for damages, during the Term of this Lease or any extension of this Lease, unless caused by Lessor's intentional act or negligence.

Lessee agrees to pay, and to indemnify Lessor against, all costs and expenses (including, but not limited to, Lessor's reasonable attorneys' fees) incurred by or imposed upon Lessor by or in connection with any litigation to which Lessor becomes or is made a party without fault in its part, whether commenced by or against Lessee, or that may be incurred by Lessor in enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the premises or this Lease) or in obtaining possession of the Premises after an Event of Default or upon expiration or earlier termination of this Lease.

Lessor may, but shall not be obligated to, cure any Default by Lessee hereunder. All sums expended and all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Lessor pursuant to the provisions of this Lease or on account of any Default by Lessee under this Lease and all such sums shall become Additional Rent under this Lease, payable by Lessee to Lessor on the next rent date after such expenditure.

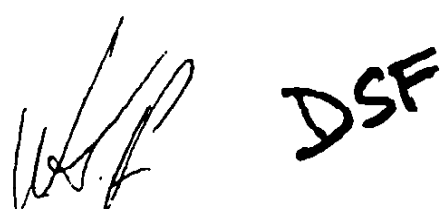
In the event of any breach or threatened breach by Lessee of any of the covenants, agreements, terms or conditions contained in this Lease, Lessor shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

No receipt of monies by Lessor from Lessee after termination of this Lease or after the giving of any notice of termination of this Lease shall reinstate, continue or extend the Term or affect any notice theretofore given to Lessee, or operate as a waiver of Lessor's right to enforce the payment of rent and any other payments or charges herein reserved and agreed to be paid by Lessee then or thereafter falling due, or operate as a waiver of Lessor's right to recover possession of the premises, it being agreed that after the service of notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for the possession of the premises, Lessor may demand, receive and collect any monies due or thereafter falling due without, in any manner, affecting such notice, proceeding, order, suit or judgment, all such monies collected being deemed payments on account of the use and occupation of the premises or at Lessor's election on account of Lessee's liability hereunder.

40. Indemnification of Lessee:

Lessee shall not be liable for any damage or injury to Lessor, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessor agrees to hold Lessee harmless from any claim for damages, during the Term of this Lease or any extension of this Lease, unless caused by Lessee's intentional act or negligence.

Lessor agrees to pay, and to indemnify Lessee against, all costs and expenses (including, but not limited to, Lessee's reasonable attorneys' fees) incurred by or imposed upon Lessee by or in connection with (i) any environmental liabilities due to a condition existing on the premises prior to the commencement of this Lease, or (ii) any litigation to which Lessee becomes or is made a party without fault in its part, whether commenced by or against Lessor, or that may be incurred by Lessee in enforcing any of the covenants and agreements of this Lease (with or without the institution of any action or proceeding relating to the



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From:

08/19/2005 16:42 #239 P.013/017

premises or this Lease) or in obtaining possession of the Premises after an Event of Default or upon expiration or earlier termination of this Lease.

Lessee may, but shall not be obligated to, cure any Default by Lessor hereunder. All sums expended and all costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Lessee pursuant to the provisions of this Lease or on account of any Default by Lessor under this Lease shall be payable by Lessor to Lessee on the next rent date after such expenditure.

In the event of any breach or threatened breach by Lessor of any of the covenants, agreements, terms or conditions contained in this Lease, Lessee shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings and other remedies were not provided for in this Lease.

41. Waiver:

Any waiver of a default hereunder shall not be deemed a waiver of this agreement or of any subsequent default. Acquiescence in a default shall not operate as a waiver of such default, even though such acquiescence continues for an extended period of time.

Either party's granting of any consent under this Lease, or either party's failure to object to any action taken by the other party without proper consent required under this Lease, shall not be deemed a waiver of rights to require such consent for any further similar act. No waiver by either party of any other breach of the covenants of this Lease shall be construed, taken or held to be a waiver of any other breach or to be a waiver, acquiescence in or consent to any further or succeeding breach of the same covenant. None of the covenants under this Lease, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the adversely affected party.

42. Remedies — Cumulative:

No remedy conferred upon or reserved to either party under this Lease or under law shall be considered exclusive of any other remedy, but such remedies shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and every power and remedy given by this Lease to either party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding such party's simultaneous or later exercise of any or all other rights or remedies. No delay or omission of either party to exercise any right or power arising from any Default or Event of Default shall impair any such right to power or shall be construed to be a waiver of any such Default or Event of Default or acquiescence therein.

43. Paragraph Headings:

The headings of particular paragraphs and subparagraphs are inserted only for convenience and are not part of this Agreement and are not to act as a limitation on the scope of the particular paragraph to which the heading refers.

44. Court Costs and Attorneys Fees:

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorneys' fees and court costs.

45. Binding on Successors:

This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.

46. Entire Agreement:



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08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 14

From:

08/19/2005 16:43 #239 P.014/017

This document and any Attachments constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by either party. Any modifications to this Agreement must be in writing and signed by Lessor and Lessee.

47. Severability:

The provisions of this Lease are severable and in the event any provision, clause, sentence, section or part thereof is held to be invalid, illegal, unconstitutional, inapplicable or unenforceable to any person or circumstances, such invalidity, illegality, unconstitutionality, inapplicability or unenforceability shall not affect or impair any of the remaining provisions, sentences, clauses, sections, parts of the lease or their application to Tenant or other persons or circumstances. It is understood and agreed that the terms, conditions and covenants of this Lease would have been made by both parties if such invalid, illegal, unconstitutional, inapplicable or unenforceable provision, sentence, clause, section or part had not been included therein to the extent that portion of this agreement may be invalid by striking of certain words or phrases, such words or phrases shall be deemed to be stricken and the remainder of the provisions and the remainder of the other portions of this Lease agreement shall remain in full force and effect. It is further agreed that this Lease may be executed in counterparts, each of which when considered together shall constitute the original contract.

Two handwritten signatures in black ink. The first signature is a stylized, cursive 'W.P.' and the second is a more complex, cursive signature that appears to be 'J.S.' or similar.

08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 15

From:

08/19/2005 16:43 #239 P.015/017

48. Corporate Entities:

If Lessor is a corporation, each person executing this lease represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation. If Lessee is a limited liability company, each person executing this lease represents and warrants that he or she is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the limited liability company.

Lessee acknowledges receipt of an executed copy of this Lease.

Lessor:

WTP Incorporated,

a Louisiana corporation.

By: 

Title: 

Date: August 19, 2005

Address: 

Phone: 

Lessee:

Dogwood Environmental of Louisiana, L.L.C.

By: 

David S. Freeman, Managing Member

Date: August 19, 2005

Address: 1941 Cement Plant Road, Nashville, TN 37208; 615-297-2104

Agent signature: _____

Title: Licensed Agent

Date: August 19, 2005

Address: 2100 Cynthia Lane

Shreveport, LA 71118

Phone: (318) 688 6229

Printed Name: Rich L. Bruzzel

[illegible]

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08/20/2005 20:24 3033295233

DOUBLETREE DENVER

PAGE 17

From:

08/19/2005 16:43 #239 P.017/017

Exhibit B - Memorandum of Lease

7

Exhibit C Certificate of Occupancy

Shreveport



1999

CERTIFICATE OF OCCUPANCY

OFFICE OF ZONING ADMINISTRATION

CITY OF SHREVEPORT

CERTIFICATE NO: COC0500728

DATE: 02-24-2006

THIS CERTIFICATE IS ISSUED IN COMPLIANCE WITH THE PROVISIONS OF
ALL ORDINANCES OF THE CITY OF SHREVEPORT PERTINENT THERETO:

NAME OF FIRM: COMMODORE MEDICAL SERVICES

ADDRESS: 2000 CEDAR ST SHRV

PHONE: 1-800-297-2104

TYPE OF BUSINESS(INDUSTRY): PROCESSING FACILITY (MED. WASTE)

NOTE: MUST BE A USE LISTED IN THE ZONING ORDINANCE

PROPERTY ZONED: I-2 IF SPECIAL APPROVAL: CASE #:C-85-05

REMARKS: NOT A SEXUALLY ORIENTED BUSINESS

OWNER OF BUSINESS: COMMODORE MEDICAL SERVICES

ALAN CLARKE

ISSUING OFFICIAL (TYPED)

SIGNATURE OF ISSUING OFFICIAL

NOTE: THIS CERTIFICATE IS NOT AN OCCUPATIONAL LICENSE
BUT MUST BE PLACED IN A CONSPICUOUS PLACE

Exhibit D Addendum to Permit Applications



DEPARTMENT OF ENVIRONMENTAL QUALITY

KATHLEEN BABINEAUX BLANCO

GOVERNOR

MIKE D. McDANIEL, Ph.D.

SECRETARY

JAN 20 2006

Mr. Terry Lee
Aegis Bio-Systems, L.L.C.
2604 Brown Lee Road
Bossier City, LA 71111

RE: Change of Ownership and Operator
Medical Waste Processing Facility Standard Permit P-0365
AI 88839, TP-017-10894, P-0365
Caddo Parish (PER20050001)

Dear Mr. Lee:

The Water and Waste Permits Division has completed the review of information supporting your request to transfer ownership and operation of the Aegis Bio-Systems, L.L.C. Solid Waste Permit P-0365 to Commodore Medical Services of Louisiana, L.P. The following information was submitted and evaluated:

- Notification of ownership change by Aegis;
- Declaration of acceptance of existing violations and conditions by Commodore;
- Form 1701 and information required by LAC 33:VII.520 on behalf of Commodore; and
- Information regarding financial responsibility.

Based on our review, the modification submittal satisfies all requirements of LAC 33:VII.517.A.1.b. Therefore, this modification is hereby approved and now becomes part of Standard Permit P-0365. The Certificate of Liability of Insurance shall be updated and submitted to the Department annually as required by LAC 33:VII.727.A.

If you have any questions concerning this matter, please contact Mr. Timothy Smith of the Solid and Hazardous Waste Permits Section at (225) 219-0029. Please reference your Agency Interest Number (AI 88839), your Facility Identification Number (TP-017-10894), Permit Number (P-0365) and Permit Activity Number (PER20050001) on all correspondence to this office pertaining to this facility.

Sincerely,

Chuck Carr Brown, Ph. D.
Assistant Secretary
Office of Environmental Services

ts

c: Northwest Regional Office
Mr. David Freeman, President
Commodore Medical Services of Louisiana, L.P.

ENVIRONMENTAL SERVICES

: PO BOX 4313, BATON ROUGE, LA 70821-4313

P:225-219-3181 F:225-219-3309

WWW.DEQ.LOUISIANA.GOV



AEGIS BIO-SYSTEMS
2500 S. Broadway, STE 250
Edmond, OK 73013

405-341-4667 phone
888-993-1500 toll free
405-844-9356 fax

LA Department of Health and Hospitals
Mr. Timothy Smith

RE: Agency Interest Number A188839; Facility ID # TP-017-0894; Permit # P-0365

Mr. Smith:

This letter is to inform you and the Department that Aegis Bio-Systems has sold the waste treatment operations to Commodore Medical Services effective April 2005. It is my understanding that they had submitted the paperwork for a permit transfer. This letter is your confirmation that the transfer request is legitimate.

Please let us know if you need any more information. It is our intent to comply with the LADHH regulations as we have always done.

Thank you.

Sincerely,

April Jorgensen
Projects Director

Commodore Medical Services



September 8, 2005

Louisiana Department of Environmental Quality
Permits Division
Registration and Certifications Section
P.O. Box 4313
Baton Rouge, LA 70821-4313

Dear Madam or Sir:

Please find enclosed the Addendum to Permit Applications, a certificate of liability insurance, and the Solid Waste Transporter Notification Form for Commodore Medical Services of Louisiana, L.P. as required by your office as part of the permit modification process for change in ownership. We have also enclosed a check for \$300.00 to satisfy the transporter fees, as well as a check for \$1,000.00 to satisfy the permit addendum fee.

Please review our application packet for change in ownership and notify us as to the next step in the permitting process of our new facility located at 2000 Cedar Street in Shreveport as soon as possible. Should you have any questions or need any additional information, please do not hesitate to contact me at (615) 627-5905, extension 4. I look forward to working with you in the permitting process.

Sincerely,

A handwritten signature in cursive script, reading 'Raquel Toombs', is positioned below the word 'Sincerely,'.

Raquel Toombs
Paralegal

Enclosure(s)



40382
AI 000000

Louisiana Department of Environmental Quality
Permits Division
Registrations and Certifications Section
Post Office Box 4313

MAIN FILE

Baton Rouge, Louisiana 70821-4313
(225) 219-3027

FOR OFFICIAL USE ONLY
Agency Interest No. 40382
Site I.D. No: T-017-12424

Revised: 10/23/2003

SOLID WASTE TRANSPORTER NOTIFICATION FORM

Applicant Information (Print Legibly or Type)

Fees: Initial: \$120 plus \$30 per vehicle

| | |
|---|---|
| 1. Name of Operator (and Company Name, if applicable): <u>Commodore Medical Services of LA, LP</u> | 5. Parish: <u>Caddo</u> |
| 2. Mailing Address: <u>1941 Cement Plant Road</u> | 6. Contact Name: <u>Raquel R. Toombs</u> |
| City, State, Zip: <u>Nashville, TN 37208</u> | 7. Contact Phone: <u>(615) 627-5905 ext. 4</u> |
| 3. Facility Name: <u>Commodore Medical Services of LA, LP</u> | 8. Owner Name: <u>David S. Freeman</u> |
| 4. Physical Location/Street Address: <u>2000 Cedar Street, Shreveport, LA 71103</u> | 9. Owner's Address: <u>1941 Cement Plant Road Nashville TN 372</u> |

10. Type and purpose of Operation: (Check each applicable line)

☐ Generator of Industrial Solid Waste
(Generators must also submit supplemental form.)

☐ Transporter
(Transporters must also submit supplemental form)

☐ TYPE I
Industrial Landfill
Industrial Landfarm
Industrial Surface Impoundment

☐ TYPE I-A
Industrial Transfer Station
Industrial Shredder/Compactor/Baler
Industrial Incinerator Waste Handling Facility

☐ TYPE II
Sanitary Landfill
Residential Commercial Landfarm
Residential/Commercial Surface Impoundment

☒ TYPE II-A
Residential/Commercial Transfer Station
Residential/Commercial Refuse-Derived Fuel
Residential/Commercial Shredder/Compactor/Baler
Residential/Commercial Incinerator Waste Handling Facility

☐ TYPE III
Compost Facility
Woodwaste Landfill
Resource Recovery/Recycling Facility
Construction/Demolition-Debris Landfill

☐ OTHER

Describe: Type II A Commercial AutoClave Medical Waste Handling Facility, Storage and Treatment

11. Total Acres 0.5 Processing Acres 0.5 Disposal Acres 0.5

12. Certification: I have personally examined and I am familiar with the information submitted in LAC 33:VII. Chapter 7, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Authorized Signature

Print Name and Title

Date

David S. Freeman, President 8/2/05

RECEIVED
 DEQ/AIR PERMITS
 MANUFACTURING
 DEQ - QES
 2005 SEP 13 AM 11:20
 SEP 20 2005
 WATER & WASTE
 SOLID & LIQ



Louisiana Department of Environmental Quality
Permits Division
Registrations and Certifications Section
Post Office Box 4313
Baton Rouge, Louisiana 70821-4313
(225) 219-3027

FOR OFFICIAL USE ONLY

Agency Interest No. _____

Site I.D. No: _____

Revised: 10/23/2003

SOLID WASTE TRANSPORTER NOTIFICATION FORM**Applicant Information** (Print Legibly or Type)**Fees: Initial: \$120 plus \$30 per vehicle**

| | |
|---|---|
| 1. Name of Operator (and Company Name, if applicable): <u>Commodore Medical Services of LA, LP</u> | 5. Parish: <u>Caddo</u> |
| 2. Mailing Address: <u>1941 Cement Plant Road</u> | 6. Contact Name: <u>Raquel R. Toombs</u> |
| City, State, Zip: <u>Nashville, TN 37208</u> | 7. Contact Phone: <u>(615) 627-5905 ext. 4</u> |
| 3. Facility Name: <u>Commodore Medical Services of LA, LP</u> | 8. Owner Name: <u>David S. Freeman</u> |
| 4. Physical Location/Street Address: <u>2000 Cedar Street, Shreveport, LA 71103</u> | 9. Owner's Address: <u>1941 Cement Plant Road Nashville TN 372</u> |

10. Type and purpose of Operation: (Check each applicable line)

- ☐ Generator of Industrial Solid Waste
(Generators must also submit supplemental form.)
- ☐ Transporter
(Transporters must also submit supplemental form.)
- ☐ TYPE I
 Industrial Landfill _____
 Industrial Landfarm _____
 Industrial Surface Impoundment _____
- ☐ TYPE I-A
 Industrial Transfer Station _____
 Industrial Shredder/Compactor/Baler _____
 Industrial Incinerator Waste Handling Facility _____
- ☐ TYPE II
 Sanitary Landfill _____
 Residential Commercial Landfarm _____
 Residential/Commercial Surface Impoundment _____
- ☒ TYPE II-A
 Residential/Commercial Transfer Station _____
 Residential/Commercial Refuse-Derived Fuel _____
 Residential/Commercial Shredder/Compactor/Baler _____
 Residential/Commercial Incinerator Waste Handling Facility _____
- ☐ TYPE III
 Compost Facility _____
 Woodwaste Landfill _____
 Resource Recovery/Recycling Facility _____
 Construction/Demolition-Debris Landfill _____
- ☐ OTHER

Describe: Type II A Commercial Autoclave Medical Waste Handling Facility, storage and Treatment11. Total Acres 0.5 Processing Acres 0.5 Disposal Acres 0.5

12. Certification: I have personally examined and I am familiar with the information submitted in LAC 33:VII. Chapter 7, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.

Authorized Signature

Print Name and Title

Date

David S. Freeman, President 8/2/05



FOR OFFICIAL USE ONLY

Agency Interest No. _____

Site I.D. No: _____

**SOLID WASTE TRANSPORTER
SUPPLEMENTAL FORM
(225) 219-3027**

*****NOTE:** A Solid Waste Notification Form must also accompany the supplemental form.

An initial fee of \$120.00 plus \$30.00 per vehicle owned by the solid waste transporter is charged for the processing of transporter notifications. The fee must accompany this notification form. A solid waste transporter is exempt from the fee if he hauls less than 100 tons per year. Please make the check payable to the Department of Environmental Quality.

1. Name of Transporter:

Commodore Medical Services of Louisiana, LP
1941 Cement Plant Road Nashville, TN 37208

2. Type and Quantities of Waste:

WASTE TYPE

| | Approximate Quantity/Week in Tons |
|--------------------------------|-----------------------------------|
| Residential | |
| Industrial | |
| Commercial | 31 Tons/week |
| Woodwaste | |
| Construction/Demolition Debris | |

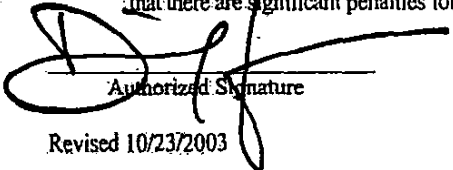
3. Name and Location of Disposal Facility and Parish Location:

Commodore Medical Services of Louisiana, LP
2000 Cedar Street, Shreveport LA 71103 Caddo Parish

4. Please list all vehicles that will be used to transport solid waste, including make, model, year, license number, and name of registered owner, if different from transporter.

| MAKE | MODEL | YEAR | LICENSE NUMBER | REGISTERED OWNER |
|--------------|-------|------|----------------|------------------|
| See attached | | | | |
| | | | | |
| | | | | |
| | | | | |

5. **Certification:** I have personally examined and I am familiar with the information submitted in LAC 33:VII.Chapter 7, and I hereby certify under penalty of law that this information is true, accurate, and complete to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment.


Authorized Signature

David S. Freeman President
Print Name and Title

8/2/05
Date

Revised 10/23/2003

| Vehicle | | | |
|-----------|------|--------------------|-----------------|
| | | | Agency Use Only |
| TYPE | MAKE | SERIAL NUMBER | PERMIT NUMBER |
| Box Truck | HINO | JHBNE8JT651S410190 | |
| Box Truck | IHC | 1HTMMAAL24H671880 | |
| Box Truck | IHC | 1HTMMAAL6H191112 | |
| Box Truck | FRTL | 1FVACWDC64HN07662 | |
| Tractor | FRTL | 1FBUASC95CN98177 | |

CMS OF LA

3673

08/22/05

Check #: 3673

Vendor ID: LA DEPT QUAL

Vendor Name: Lousiana Department of Environmental Qu

| Invoice No. | Date | Invoice Amount | Amount Paid | Discounts Taken | Credits Taken | Net Amount |
|---------------|----------|----------------|-------------|-----------------|---------------|------------|
| SOLID WASTE | 08/10/05 | 330.00 | 300.00 | 0.00 | 0.00 | 300.00 |
| Net Check Amt | | | | | | 300.00 |

on hold

Commodore Medical Services LA
1941 Cement Plant Rd
Nashville, TN 37208



Fifth Third Bank
(TENNESSEE)
Nashville, Tennessee

87-875/641

3673

DA 3673

***** AMOUNT
Three Hundred & 00/100 Dollars
\$

PAY
TO THE
ORDER

Lousiana Department of Environmental Qu

08/22/05

*****300.00

AUTHORIZED SIGNATURE

⑈003673⑈ ⑆064108757⑆ 7360110246⑈


Security features are included. Details on back.

Media Type (check one):

Hazardous Waste ☐Air ☐Solid Waste ☒Water ☐Radiation Licensing ☐Agency Interest Number: 88839Is this a copy of a previously submitted form? Yes ☐ No ☒

If yes, indicate the original submittal date: _____

If yes, indicate the original permit number: _____

| | | | | |
|--|---|--|--|---|
| Department of Environmental Quality Permits Division P.O. Box 4313 Baton Rouge, LA 70821-4313 (225) 219-3181 | | Addendum to Permit Applications per LAC 33:I.1701 | |  |
| Please Type Or Print | Company Name <u>Commodore Medical Services of LA, LP</u> | | <input checked="" type="checkbox"/> Owner | For Permits Division Use Only |
| | Parent Company (if Company Name given above is a division) | | <input checked="" type="checkbox"/> Operator | |
| | Plant name (if any) | | | |
| | Nearest town <u>Shreveport, LA</u> | Parish where located <u>Caddo</u> | | |

1. Does the company or owner have federal or state environmental permits identical to, or of a similar nature to, the permit for which you are applying in other states? (This requirement applies to all individuals, partnerships, corporations, or other entities who own a controlling interest of 50% or more in your company, or who participate in the environmental management of the facility for an entity applying for the permit or an ownership interest in the permit.)

☒ Permits in Louisiana. List Permit Numbers: TRN-TN001

☒ Permits in other states (list states): see attachment 1

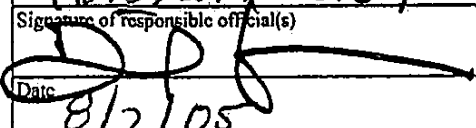
2. Do you owe any outstanding fees or final penalties to the Department? No ☒ Yes ☐
 If yes, please explain. _____

3. Is your company a corporation or limited liability company? No ☒ Yes ☐ If yes, attach a copy of your company's Certificate of Registration and/or Certificate of Good Standing from the Secretary of State.

Certification:

I certify, under provisions in Louisiana and United States law which provide criminal penalties for false statements, that based on information and belief formed after reasonable inquiry, the statements and information contained in this Addendum to the Permit Application, including all attachments thereto are true, accurate, and complete.

| | |
|-------------------------------|---|
| Responsible Official | |
| Name | <u>David S. Freeman</u> |
| Title | <u>President / CEO</u> |
| Company | <u>Commodore Medical Services of LA, LP</u> |
| Suite, mail drop, or division | <u>1941 Cement Plant Road</u> |
| Street or P.O. Box | <u>1941 Cement Plant Road</u> |

| | | | | | |
|--|------------------|-------|-----------|-----|--------------|
| City | <u>Nashville</u> | State | <u>TN</u> | Zip | <u>37208</u> |
| Business phone <u>(615) 297-2104</u> | | | | | |
| Signature of responsible official(s)  | | | | | |
| Date <u>8/2/05</u> | | | | | |

W. Fox McKeithen
Secretary of State



**FOREIGN PARTNERSHIP
 ANNUAL REPORT**

For Period Ending
 July 25, 2005



Mailing Address Only

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

35524980 L 24
 COMMODORE MEDICAL SERVICES OF LOUISIANA,
 1941 CEMENT PLANT ROAD
 NASHVILLE, TN 37208

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

Principal Place of Business Outside Louisiana
 (Do Not Use P.O. Box)
 1941 CEMENT PLANT RD.
 LNASHVILLE, TN 37208

Federal Tax ID Number

55-0826936

Our records indicate the following registered agent for the partnership. Indicate any changes or deletions below.
 The registered agent must have a Louisiana address. Do not use a P. O. Box.

C T CORPORATION SYSTEM
 8550 UNITED PLAZA BLVD./BATON ROUGE, LA 70809

Our records indicate the following municipal address of the principal place of business for the partnership in Louisiana. Indicate any changes below. Do not use a P. O. Box.

8550 UNITED PLAZA BLVD./BATON ROUGE, LA 70809

List the name and municipal address of the partner signing below. Do not use a P. O. Box.

David S. Freeman
 1941 Cement Plant rd
 Nashville TN 37208

SIGN-->

To be signed by the partner

Title

Phone

Date

CEO

Enclose filing fee of \$ 25.00

Make remittance payable to Secretary of State

Do Not Send Cash

Do Not Staple

web site: www.sos.louisiana.gov

Return by:

July 25, 2005

to:

Commercial Division

P.O. Box 94125

Baton Rouge, LA 70804-9125

Phone (225) 925-4704

CHECK
 IF NO
 CHANGE

(✓)

DO NOT STAPLE

COMMODORE MEDICAL SERVICES - SAVINGS ACCT.

Vendor ID: SECRETARY OF Vendor Name: Secretary of State

06/24/05

Check #: 3021³⁰²¹

| Invoice No. | DReference | Date | Invoice Amount | Amount Paid | Net Amount |
|-------------|------------------------|-------|----------------|-------------|------------|
| 06/25/05 | foreign partnership | 25.00 | 25.00 | 25.00 | 25.00 |
| | | | | | 25.00 |

CMSMNGT, Inc.

Commodore Medical Services
1941 Cement Plant Road
Nashville, TN 37208

Fifth Third Bank
OF TENNESSEE

87-875/641

DATE
3021

3021

AMOUNT

\$

***** Twenty Five & 00/100 Dollars

PAY
TO THE
ORDER
OF:

Secretary of State

Commercial Division
P.O. box 94125
Baton Rouge, LA 70804-9125

06/24/05

*****25.00

AUTHORIZED SIGNATURE

⑈003021⑈ ⑆064108757⑆ 7360193457⑈

CMS OF LA

Vendor ID: LA DEPT QUAL

Vendor Name: Lousiana Department of Environn

09/08/05

Check #: 3684

3684

| Invoice No. | DReference | Date | Invoice Amount | Amount Paid | Net Amount |
|-------------|-------------------|---------|----------------|-------------|------------|
| 09/08/05 | 2000 Cedar Street | 1000.00 | 1000.00 | 1000.00 | 1000.00 |
| SOLID | transportation | 30.00 | 30.00 | 0.00 | 0.00 |
| WASTE | | 1300.00 | 1300.00 | 0.00 | 0.00 |
| PERMIT | | | | | |
| ADDENDUM | | | | | 1000.00 |

Commodore Medical Services LA
1941 Cement Plant Rd
Nashville, TN 37208



Fifth Third Bank
(TENNESSEE)
Nashville, Tennessee

87-875/641

DATE
3684

3684

AMOUNT

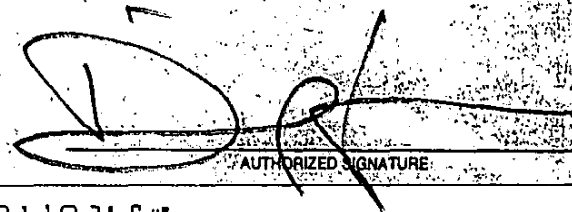
***** One Thousand & 00/100 Dollars

PAY
TO THE
ORDER

09/08/05

*****1 000.00

Lousiana Department of Environmental Qu


AUTHORIZED SIGNATURE

⑈003684⑈ ⑆064108757⑆ 7360110246⑈

Exhibit E Area Master Plan

NATIONAL FLOOD INSURANCE PROGRAM**FIRM**
FLOOD INSURANCE RATE MAP
CADDO PARISH,
LOUISIANA AND
INCORPORATED AREAS**PANEL 457 OF 800**

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:
COMMUNITY

SHREVEPORT, CITY OF

NUMBER PANEL SUFFIX

220038 0457 F

MAP NUMBER
22017C0457 F**EFFECTIVE DATE:**
APRIL 6, 2000

Federal Emergency Management Agency

00:27:2000 00:39 FAX 318 7420819

Terry & Loretta Lee

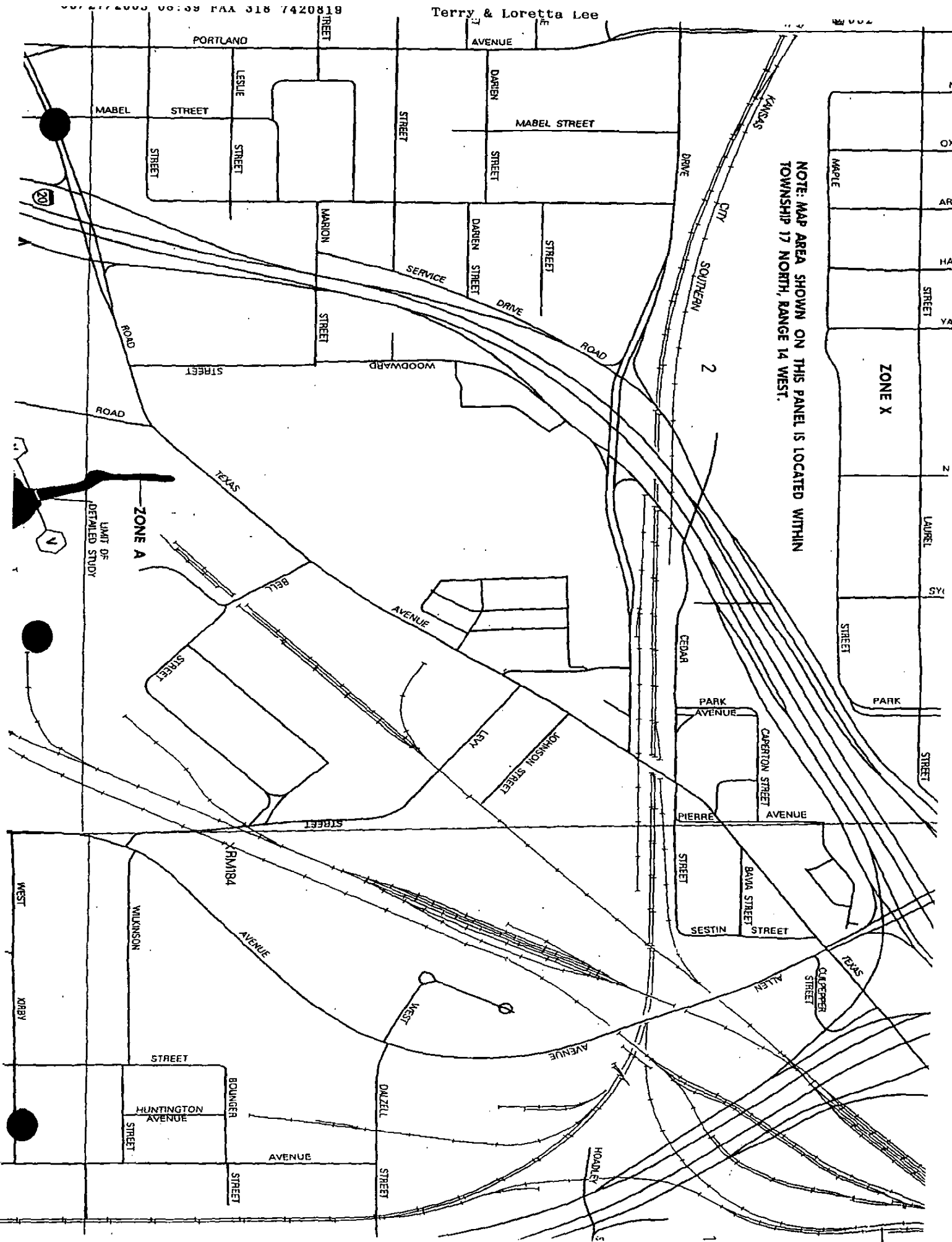


Exhibit F Road and Traffic Letter



CITY OF SHREVEPORT

P.O. BOX 31109 SHREVEPORT, LA 71130

web site: www.ci.shreveport.la.us

September 21, 2005

Ms. Mia Townsend
Department of Environmental Quality
P. O. Box 4313
Baton Rouge, LA 70821-4313

Dear Ms. Townsend:

This letter is to inform interested parties that the proposed Medical Waste Processing Plant planned by Commodore Medical Services for 2000 Cedar Street in Shreveport, Louisiana will have no adverse effect on traffic patterns.

Cedar Street is a two lane asphalt roadway that runs west from U.S. Hwy. 80 to a dead end at the proposed plant site. The majority of all traffic utilizing this roadway will be accessing the proposed plant. Traffic generated by this plant will be less than traffic generated by the former occupant of the land on which this facility is proposed.

If there are any questions, I may be reached at (318) 673-6300.

Sincerely,

James S. Holt
Deputy Director
Office of Public Works

JSH/kge

Exhibit G Land Use

ReGIS

Regional Geographic Information System

Northwest Louisiana Council of Governments

Custom Data Request

Date: 9/23/2005**Requestor:** Terry Lee**Organization:** Commodore Medical Services**Address:****City:****St:****Zip****Phone:** 318-208-6869**Fax:****Email:**☐ **DXF Files**☐ **Esri Shape Files**☐ **Microstation Dgn/Intergraph
Files**☐ **Email**☒ **CD-Rom**☒ **Plotted
Maps**

| | | | |
|-----------------------------|------------------------------|---------------|-----------------|
| Billing Information: | - | | |
| Data Type: | Description: | Hours: | Amount: |
| Custom Data Request | Total Estimated Hours | 5 | \$500.00 |
| - | - | - | - |
| - | - | Total: | \$500.00 |

Local Gov. Agency Name: N/A**Local Gov. Proj. #:** N/A**Transfer Type:** Pickup

Comments: Performed a 3mi. radius landuse analysis and graphics support for a new solid waste facility located at 2000 Cedar St., Shreveport, LA. 71103. Client requested this data

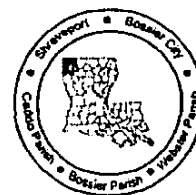
in order to meet LDEQ facility siting requirements. Hardcopy and electronic (CD) products delivered: landuse summary table; landuse type map; site location map with an aerial photo. and elevation contours.



Northwest Louisiana Council of Governments
509 Market St. Suite# 1000
Shreveport, La 71101
Phone: (318) 841-5950
Fax: (318) 841-5952
www.nlcog.org

Landuse Analysis - Landuse Type By Area and Acreage Within Three Miles of the Proposed Site

Site Location: 2000 Cedar St., Shreveport, LA. 71103



| General Landuse Category* | Area (sq. ft.) | Acres | Total (%) | Adjust** Area (sq.ft.) | Adjust** Acres |
|--|-----------------------|------------------|---------------|------------------------------|-------------------|
| 1 - Residential activities | 263,638,879.39 | 6,052.32 | 38.9% | 306,919,640.02 | 7,045.91 |
| 2 - Shopping, commercial, or retail trade activities | 5,324,945.40 | 122.24 | 0.8% | 6,199,124.84 | 142.31 |
| 3 - Industrial, manufacturing, or waste-related | 20,910,610.13 | 480.04 | 3.1% | 24,343,438.83 | 558.85 |
| 4 - Transportation, parking, or public utility | 55,943,396.44 | 1,284.28 | 8.3% | 65,127,446.82 | 1,495.12 |
| 5 - Service and wholesale trade activities | 21,265,315.42 | 488.18 | 3.1% | 24,756,374.97 | 568.33 |
| 6 - F.I.R.E., education, religious, or professional services | 56,238,906.76 | 1,291.07 | 8.3% | 65,471,470.13 | 1,503.02 |
| 7 - Recreation and leisure activities | 31,704,893.72 | 727.84 | 4.7% | 36,909,785.80 | 847.33 |
| 8 - Natural resource-related activities | 2,141,522.48 | 49.16 | 0.3% | 2,493,089.45 | 57.23 |
| 9 - Vacant, unused, or unclassifiable activity | 170,992,260.40 | 3,925.44 | 25.3% | 199,063,518.74 | 4,569.87 |
| Water Area | 48,927,093.91 | 1,123.21 | 7.2% | 56,959,300.10 | 1,307.61 |
| <i>Initial landuse area and Acre calculation:</i> | 677,087,824.05 | 15,543.80 | 85.9% | | |
| <i>Unaccounted for land area and acreage:</i> | 111,155,365.66 | 2,551.78 | 14.1% | | |
| Total Area and Acres for 3 mile radius: | 788,243,189.71 | 18,095.57 | 100.0% | 788,243,189.71 | 18,095.57 |

Notes:

* General Landuse Categories are based upon the Land Based Classification System (LBCS), Activity landuse coding scheme, developed through the American Planning Association (APA), 2001.

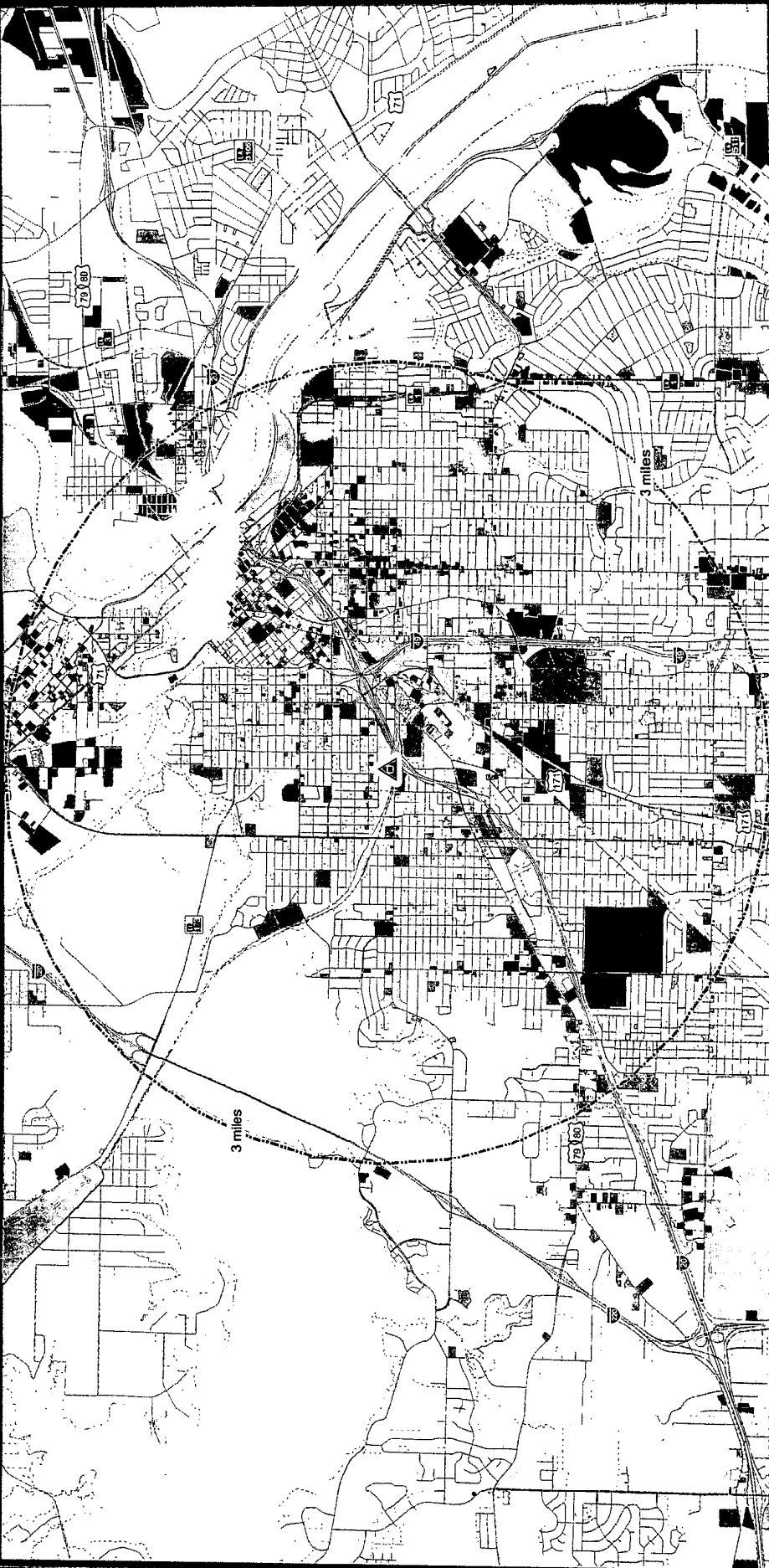
(<http://www.planning.org/LBCS/GeneralInfo/>)

** The analysis revealed approximately 14% of the land area within three miles of the site has a landuse that is undetermined. The adjusted area and acre data is calculated by utilizing the initial "Percent Total" and multiplying it by the "Total Area and Acres" data.

Landuse Source data: NLCOG landuse data collection effort for Caddo Parish; 1/98 and the landuse update effort; 9/05.

Landuse Analysis - Landuse Within Three Miles of the Proposed Site

Proposed Site Location: 2000 Cedar St., Shreveport, LA. 71103

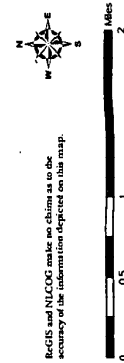


Map Features

- Proposed Site
- 3 mi. Radius Buffer
- Centelines
- Hydrology

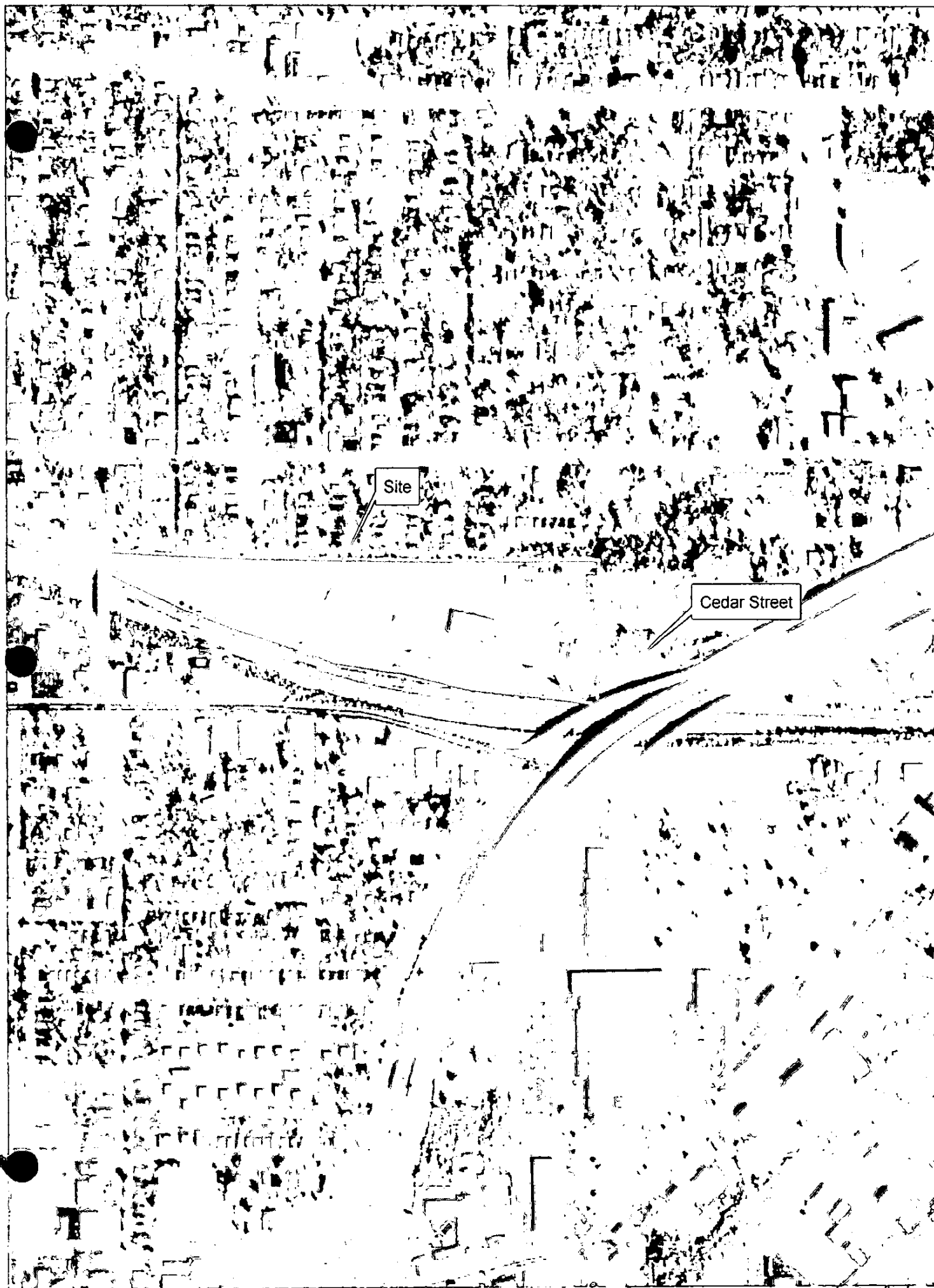
Landuse (LCS - Activity Based)

- Residential activities
- Shopping, business or retail trade activities
- Industrial, manufacturing, and waste-related activities
- Transportation, parking, and utility infrastructure
- Service and wholesale trade activities
- F.I.R.E., education, religious, and professional services
- Recreation and leisure activities
- Natural resource-related activities
- Vacant, unimproved, and undesignated activity



MapGIS and NLCOG make no claims as to the accuracy of the information depicted on this map.

Exhibit H Aerial Photo



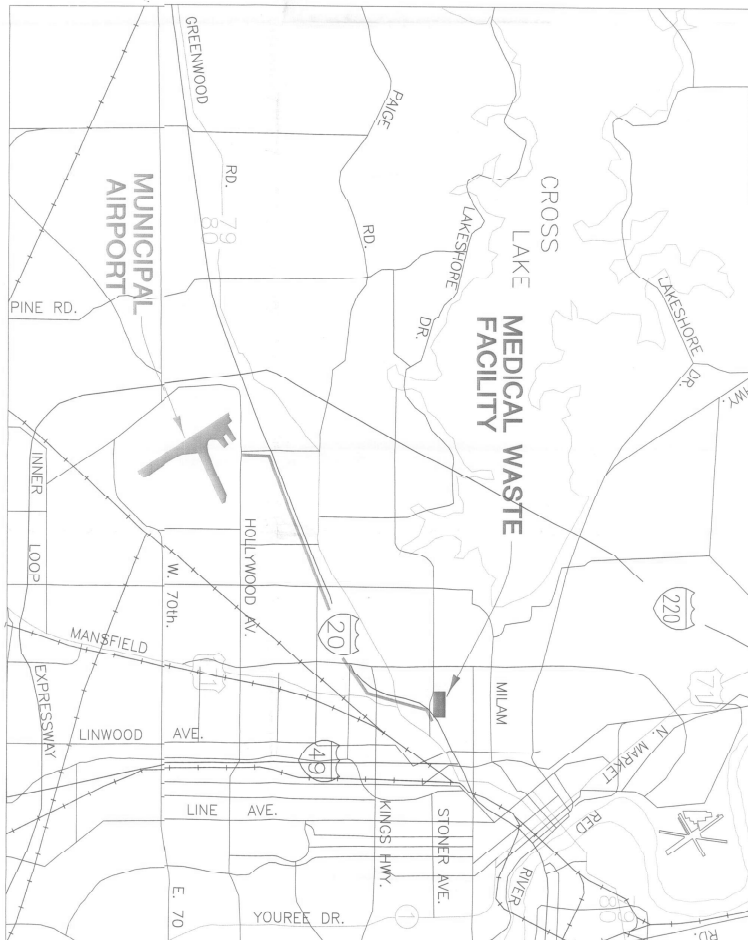
(End)

J:\06222\COMMODORE2.dwg, 9/25/2006 3:30:51 PM



AERIAL PHOTOGRAPH

SCALE: 1"=300'



VICINITY MAP

SCALE: 1"=4000'

DISTANCE FROM S.R.A. = 5 MILES




| | | | |
|---|---------|---------|---------|
| AERIAL PHOTOGRAPH & VICINITY MAP | | | |
| COMMODORE MEDICAL SERVICES | | | |
| SHREVEPORT FACILITY | | | |
|  ALLET, FINNER, JOLLY, & MCLELLAND, Inc. Consulting Civil, Environmental & Structural Engineers 1005 LUDLOW SHREVEPORT, LOUISIANA | | | |
| DATE | DATE | DATE | DATE |
| 3/25/06 | 3/25/06 | 3/25/06 | 3/25/06 |
| SHEET | SHEET | SHEET | SHEET |
| 1 | 1 | 1 | 2 |



Exhibit I Environmental Map City of Shreveport

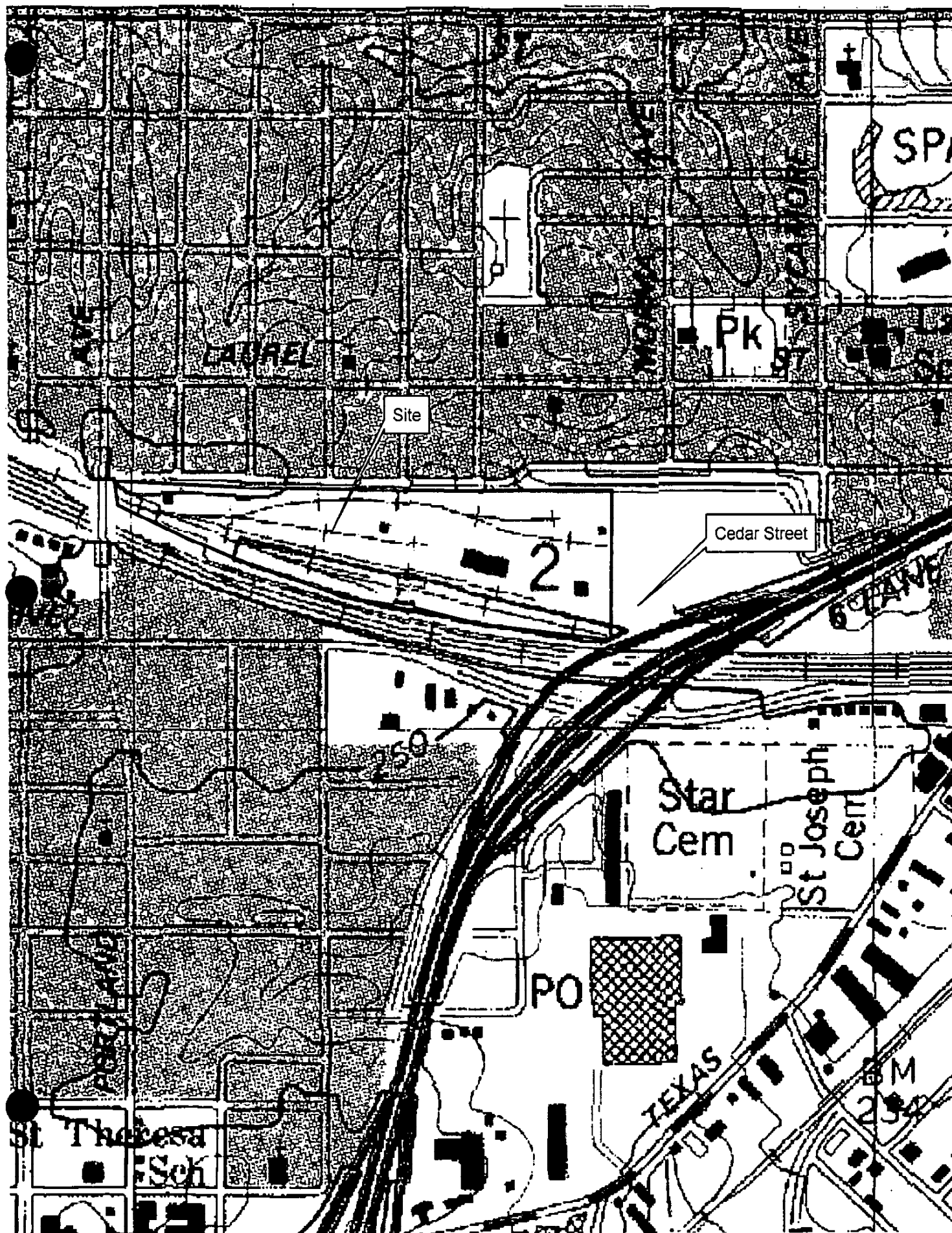




Exhibit J Environmental Map of Shreveport West Quadrangle

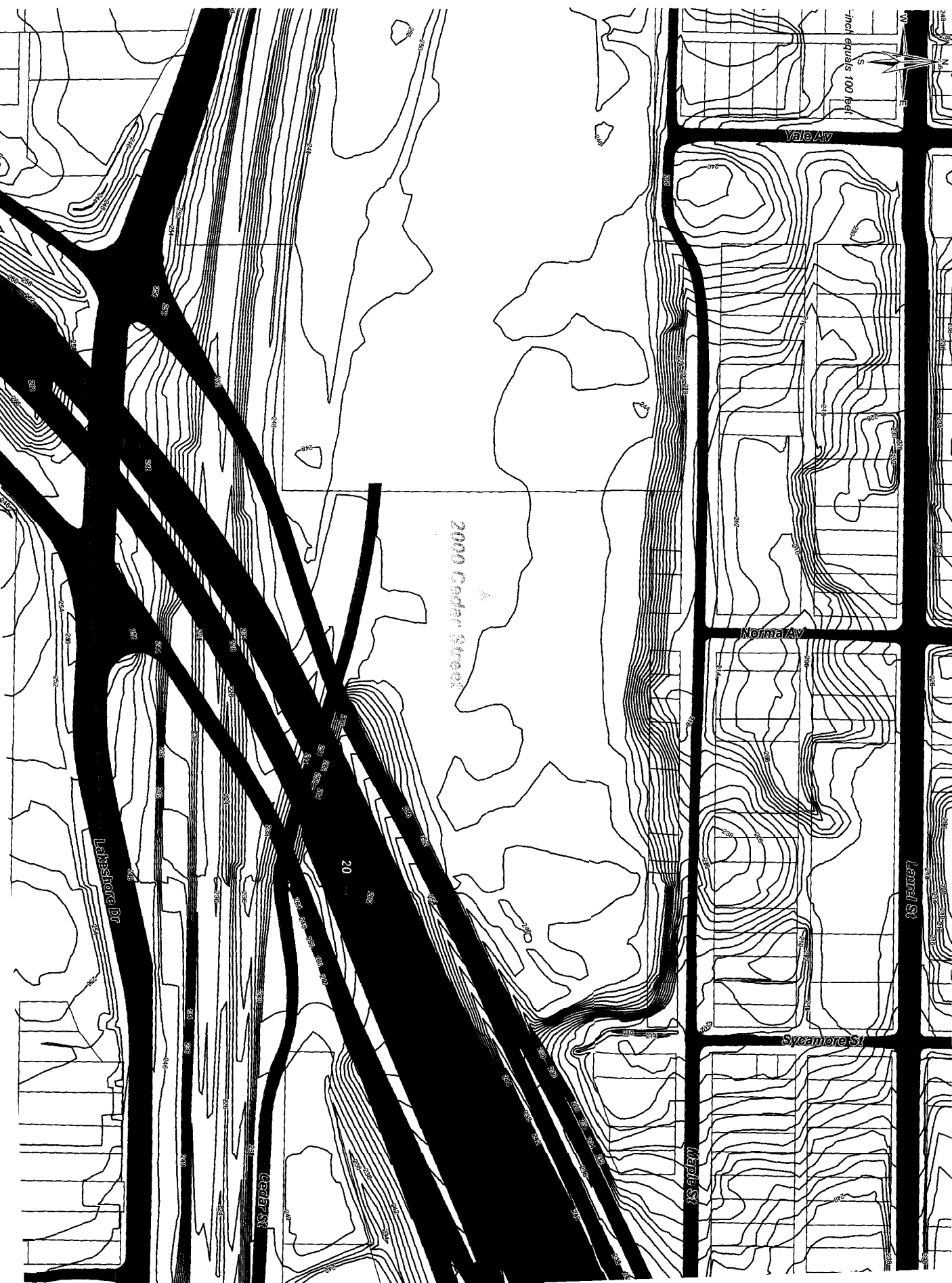


Exhibit K State and Federal Agency Letters



DEPARTMENT OF THE ARMY

VICKSBURG DISTRICT, CORPS OF ENGINEERS

4155 CLAY STREET

VICKSBURG, MISSISSIPPI 39183-3435

REPLY TO
ATTENTION OF:

November 7, 2005

Operations Division
Regulatory

SUBJECT: Jurisdictional Determination - Medical Waste Treatment
Facility Site, Shreveport, Louisiana

Ms. Raquel Toombs
Commodore Medical Services
1941 Cement Plant Road
Nashville, Tennessee 37208

Dear Ms. Toombs:

I refer to your recent inquiry requesting a wetland determination for the subject property located in section 2, T17N-R14W, Caddo Parish, Louisiana. The location of the proposed work (outlined in red) is depicted on the enclosed map (enclosure 1).

Based upon the information provided, we have determined that a Department of the Army Section 10/404 permit will not be required for any proposed work, since the location is not considered a jurisdictional wetland or other waters of the United States. For your information, I have enclosed a copy of the basis of our determination (enclosure 2) and appeals form (enclosure 3).

This approved jurisdictional determination is applicable for a period not to exceed 5 years from the date of this letter unless superseded by law or regulation. If the proposed work is not completed by this time, or if the location changes, you should contact this office for a reevaluation of permit requirements and refer to identification No. MVK-2005-1412 when submitting the information.

This determination of Department of the Army regulatory requirements does not convey any property rights, either in real estate or material or any exclusive privileges, and does not authorize any injury to property or invasion of rights or local laws or regulations, or obviate the requirement to obtain State or local assent required by law for the activity discussed herein.

-2-

The decision regarding this action is based on information found in the administrative record, which documents the District's decision-making process, the basis for the decision, and the final decision.

If we may be of any further assistance in this matter, please contact Mr. Charles R. Allred, Jr. of this office, telephone (601) 631-5546, fax (601) 631-5459 or e-mail address: regulatory@mvk02.usace.army.mil.

Sincerely,

for Charles R. Allred, Jr.
Kenneth P. Mosley
Chief, Enforcement Section
Regulatory Branch

Enclosures

JURISDICTIONAL DETERMINATION
U.S. Army Corps of Engineers

Revised 8/13/04

DISTRICT OFFICE: Vicksburg
FILE NUMBER: 2005-1412

PROJECT LOCATION INFORMATION:

State: Louisiana
County: Caddo
Center coordinates of site (latitude/longitude): N 32.4938 degrees, W -93.7724 degrees
Approximate size of area (parcel) reviewed, including uplands: acres.
Name of nearest waterway: Unnamed tributary to Cross Bayou
Name of watershed: Red River

JURISDICTIONAL DETERMINATION

Completed: Desktop determination ☒ Date: 11/7/2005
Site visit(s) ☒ Date(s): 11/4/2005

Jurisdictional Determination (JD):

- ☐ Preliminary JD - Based on available information, ☐ *there appear to be* (or) ☐ *there appear to be no* "waters of the United States" and/or "navigable waters of the United States" on the project site. A preliminary JD is not appealable (Reference 33 CFR part 331).
- ☒ Approved JD - An approved JD is an appealable action (Reference 33 CFR part 331).
Check all that apply:
- ☐ *There are* "navigable waters of the United States" (as defined by 33 CFR part 329 and associated guidance) within the reviewed area. Approximate size of jurisdictional area:
- ☐ *There are* "waters of the United States" (as defined by 33 CFR part 328 and associated guidance) within the reviewed area. Approximate size of jurisdictional area:
- ☐ *There are* "isolated, non-navigable, intra-state waters or wetlands" within the reviewed area.
☐ Decision supported by SWANCC/Migratory Bird Rule Information Sheet for Determination of No Jurisdiction.

BASIS OF JURISDICTIONAL DETERMINATION:

- A. Waters defined under 33 CFR part 329 as "navigable waters of the United States":**
- ☐ The presence of waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
- B. Waters defined under 33 CFR part 328.3(a) as "waters of the United States":**
- ☐ (1) The presence of waters, which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.
- ☐ (2) The presence of interstate waters including interstate wetlands.
- ☐ (3) The presence of other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate commerce including any such waters (check all that apply):
- ☐ (i) which are or could be used by interstate or foreign travelers for recreational or other purposes.
- ☐ (ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
- ☐ (iii) which are or could be used for industrial purposes by industries in interstate commerce.
- ☐ (4) Impoundments of waters otherwise defined as waters of the US.
- ☐ (5) The presence of a tributary to a water identified in (1) - (4) above.
- ☐ (6) The presence of territorial seas.
- ☐ (7) The presence of wetlands adjacent² to other waters of the US, except for those wetlands adjacent to other wetlands.

Rationale for the Basis of Jurisdictional Determination (applies to any boxes checked above). *If the jurisdictional water or wetland is not itself a navigable water of the United States, describe connection(s) to the downstream navigable waters. If B(1) or B(3) is used as the Basis of Jurisdiction, document navigability and/or interstate commerce connection (i.e., discuss site conditions, including why the waterbody is navigable and/or how the destruction of the waterbody could affect interstate or foreign commerce). If B(2, 4, 5 or 6) is used as the Basis of Jurisdiction, document the rationale used to make the determination. If B(7) is used as the Basis of Jurisdiction, document the rationale used to make adjacency determination:*

(Encl 2)

Lateral Extent of Jurisdiction: (Reference: 33 CFR parts 328 and 329)

- ☐ Ordinary High Water Mark indicated by:
- ☐ clear, natural line impressed on the bank
 - ☐ the presence of litter and debris
 - ☐ changes in the character of soil
 - ☐ destruction of terrestrial vegetation
 - ☐ shelving
 - ☐ other:
- ☐ High Tide Line indicated by:
- ☐ oil or scum line along shore objects
 - ☐ fine shell or debris deposits (foreshore)
 - ☐ physical markings/characteristics
 - ☐ tidal gages
 - ☐ other:
- ☐ Mean High Water Mark indicated by:
- ☐ survey to available datum; ☐ physical markings; ☐ vegetation lines/changes in vegetation types.
- ☐ Wetland boundaries, as shown on the attached wetland delineation map and/or in a delineation report prepared by:

Basis For Not Asserting Jurisdiction:

- ☒ The reviewed area consists entirely of uplands.
- ☐ Unable to confirm the presence of waters in 33 CFR part 328(a)(1, 2, or 4-7).
- ☐ Headquarters declined to approve jurisdiction on the basis of 33 CFR part 328.3(a)(3).
- ☐ The Corps has made a case-specific determination that the following waters present on the site are not Waters of the United States:
- ☐ Waste treatment systems, including treatment ponds or lagoons, pursuant to 33 CFR part 328.3.
 - ☐ Artificially irrigated areas, which would revert to upland if the irrigation ceased.
 - ☐ Artificial lakes and ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing.
 - ☐ Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.
 - ☐ Water-filled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States found at 33 CFR 328.3(a).
 - ☐ Isolated, intrastate wetland with no nexus to interstate commerce.
 - ☐ Prior converted cropland, as determined by the Natural Resources Conservation Service. Explain rationale:
 - ☐ Non-tidal drainage or irrigation ditches excavated on dry land. Explain rationale:
 - ☐ Other (explain):

DATA REVIEWED FOR JURISDICTIONAL DETERMINATION (mark all that apply):

- ☐ Maps, plans, plots or plat submitted by or on behalf of the applicant.
- ☐ Data sheets prepared/submitted by or on behalf of the applicant.
- ☐ This office concurs with the delineation report, dated _____, prepared by (company):
- ☐ This office does not concur with the delineation report, dated _____, prepared by (company):
- ☒ Data sheets prepared by the Corps.
- ☐ Corps' navigable waters' studies:
- ☐ U.S. Geological Survey Hydrologic Atlas:
- ☒ U.S. Geological Survey 7.5 Minute Topographic maps: Shreveport West, LA Topo Map (1:24000)
- ☐ U.S. Geological Survey 7.5 Minute Historic quadrangles:
- ☐ U.S. Geological Survey 15 Minute Historic quadrangles:
- ☒ USDA Natural Resources Conservation Service Soil Survey: Caddo Parish, LA
- ☐ National wetlands inventory maps:
- ☐ State/Local wetland inventory maps:
- ☐ FEMA/FIRM maps (Map Name & Date):
- ☐ 100-year Floodplain Elevation is: _____ (NGVD)
- ☒ Aerial Photographs (Name & Date): Shreveport West, LA(1998)
- ☐ Other photographs (Date):
- ☐ Advanced Identification Wetland maps:
- ☒ Site visit/determination conducted on: 11/4/2005
- ☐ Applicable/supporting case law:
- ☐ Other information (please specify):

¹Wetlands are identified and delineated using the methods and criteria established in the Corps Wetland Delineation Manual (87 Manual) (i.e., occurrence of hydrophytic vegetation, hydric soils and wetland hydrology).

²The term "adjacent" means bordering, contiguous, or neighboring. Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes, and the like are also adjacent.

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

| | | |
|---------------------------------------|--|------------------------|
| Applicant: Commodore Medical Services | File Number: 2005-1412 | Date: November 7, 2005 |
| Attached is: | | See Section Below |
| <input type="checkbox"/> | INITIAL PROFFERED PERMIT (Standard Permit or Letter of Permission) | A |
| <input type="checkbox"/> | PROFFERED PERMIT (Standard Permit or Letter of Permission) | B |
| <input type="checkbox"/> | PERMIT DENIAL | C |
| <input checked="" type="checkbox"/> | APPROVED JURISDICTIONAL DETERMINATION | D |
| <input type="checkbox"/> | PRELIMINARY JURISDICTIONAL DETERMINATION | E |

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://usace.army.mil/inet/functions/cw/cecwo/reg> or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations (JD) associated with the permit.

- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

(End 3)

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Charles R. Allred, Jr.
U.S. Army Corps of Engineers
Regulatory Branch
4155 Clay Street
Vicksburg, MS 39183-3435
(601) 631-5546

If you only have questions regarding the appeal process you may also contact:

Division Engineer
Attn: Appeals Review Officer
Mississippi Valley Division
Post Office Box 80
Vicksburg, MS 39181-0080
(601)634-5820

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

Commodore Medical Services



September 30, 2005

Ms. Laurel Wycoff
Division of Archaeology
Department of Culture, Recreation and Tourism
P.O. Box 44247
Baton Rouge, Louisiana 70804

Date: 10-31-05

No known archaeological sites or historic properties will be affected by this undertaking. This effect determination could change should new information come to our attention.

Pam Breaux: Pam Breaux
State Historic Preservation Officer

Re: Medical Waste Treatment Facility
Louisiana Department of Environmental Quality Permit Application

Dear Ms. Wycoff:

Commodore Medical Services of Louisiana, L.P. has submitted an application for a permit to operate a Type II-A Non-Industrial Biomedical Waste Processing facility to the Louisiana Department of Environmental Quality. The facility will be located in Caddo Parish, Section 2, Township 17N, Range 14W, which is located at 2000 Cedar Street, Shreveport, Louisiana 71103. The site consists of an existing building situated on an industrial park lot of approximately 23.8 acres. A location map is enclosed for your convenience.

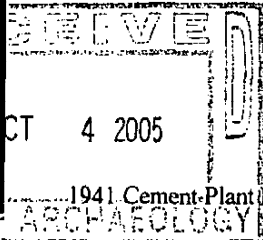
Commodore Medical Services is required to obtain documentation from your agency regarding any historic sites, recreation areas or archaeological sites that are located within 1,000 feet of the proposed facility. The determination from your office must be submitted to the Department of Environmental Quality as part of the CMS permit approval process.

Please provide the necessary documentation pertinent to the proposed facility location mentioned above at your earliest convenience. Please feel free to contact me at 615.297.2104 should you have any questions or require any further information. Thank you for your assistance in this matter.

Sincerely,

Raquel Toombs

Raquel Toombs
Paralegal





CITY OF SHREVEPORT

P.O. BOX 31109 SHREVEPORT, LA 71130
web site: www.ci.shreveport.la.us

January 24, 2006

Ms. Raquel Toombs
Commodore Medical Services
1941 Cement Plant Road
Nashville TN 37208

Re: Medical Waste Treatment Facility
2000 Cedar Street, Shreveport Louisiana

Dear Ms. Toombs

Pursuant to your letter of January 19, 2006, to the best of this offices knowledge and understanding there are no parks within 1,000 feet of your proposed facility located at 2000 Cedar Street, Shreveport, Louisiana.

I trust that is letter satisfies your request.

Sincerely,



Russell G. DeLancy, AIA
City Architect / Division Manager SPAR Planning and Development





State of Louisiana

KATHLEEN BABINEAUX BLANCO
GOVERNOR

DEPARTMENT OF WILDLIFE AND FISHERIES

DWIGHT LANDRENEAU
SECRETARY

Name Raquel Toombs
Company Commodore Medical Services
Street Address 1941 Cement Plant Rd
City, State, Zip Nashville, TN 37208
Project Medical Waste Treatment Facility
Shreveport, LA
Date October 18, 2005
Invoice Number 05101803

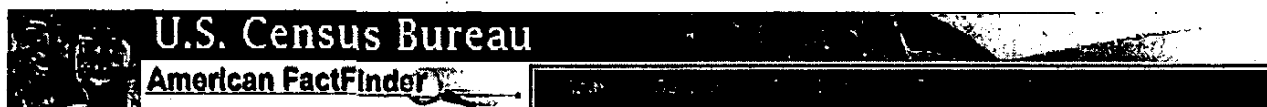
Personnel of the Habitat Section of the Fur and Refuge Division have reviewed the preliminary data for the captioned project. After careful review of our database, no impacts to rare, threatened, or endangered species or critical habitats are anticipated for the proposed project. No state or federal parks, wildlife refuges, scenic streams, or wildlife management areas are known at the specified site within Louisiana's boundaries.

The Louisiana Natural Heritage Program has compiled data on rare, endangered, or otherwise significant plant and animal species, plant communities, and other natural features throughout the state of Louisiana. Heritage reports summarize the existing information known at the time of the request regarding the location in question. The quantity and quality of data collected by the LNHP are dependent on the research and observations of many individuals. In most cases, this information is not the result of comprehensive or site-specific field surveys; many natural areas in Louisiana have not been surveyed. This report does not address the occurrence of wetlands at the site in question. Heritage reports should not be considered final statements on the biological elements or areas being considered, nor should they be substituted for on-site surveys required for environmental assessments. The Louisiana Natural Heritage Program requires that this office be acknowledged in all reports as the source of all data provided here. If you have any questions or need additional information, please call Louisiana Natural Heritage Program Assistant Data Manager Steve Carpenedo at 225-765-2357.

Sincerely,

A handwritten signature in dark ink, appearing to read "Gary Lester".
Gary Lester, Coordinator
Natural Heritage Program

Exhibit L Census Data



GCT-PH1. Population, Housing Units, Area, and Density: 2000

Data Set: Census 2000 Summary File 1 (SF 1) 100-Percent Data

Geographic Area: **Caddo Parish, Louisiana -- Census Tract**

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see <http://factfinder.census.gov/home/en/data/notes/expsf1u.htm>.

| Geographic area | Population | Housing units | Area in square miles | | | Density per square mile of land area | |
|---------------------|------------|---------------|----------------------|------------|-----------|--------------------------------------|---------------|
| | | | Total area | Water area | Land area | Population | Housing units |
| Caddo Parish | 252,161 | 108,296 | 936.90 | 54.91 | 881.99 | 285.9 | 122.8 |
| CENSUS TRACT | | | | | | | |
| Tract 201 | 443 | 355 | 0.23 | 0.00 | 0.23 | 1,936.0 | 1,551.4 |
| Tract 202 | 643 | 348 | 1.11 | 0.10 | 1.01 | 637.4 | 345.0 |
| Tract 204 | 747 | 370 | 0.54 | 0.01 | 0.53 | 1,410.2 | 698.5 |
| Tract 205 | 3,387 | 1,162 | 1.88 | 0.08 | 1.80 | 1,878.6 | 644.5 |
| Tract 206 | 1,526 | 730 | 0.60 | 0.00 | 0.60 | 2,523.5 | 1,207.2 |
| Tract 207 | 1,609 | 807 | 0.55 | 0.00 | 0.55 | 2,920.1 | 1,464.6 |
| Tract 208 | 996 | 507 | 0.35 | 0.00 | 0.35 | 2,820.3 | 1,435.6 |
| Tract 209 | 1,112 | 399 | 0.34 | 0.00 | 0.34 | 3,232.8 | 1,160.0 |
| Tract 210 | 1,998 | 1,128 | 0.74 | 0.00 | 0.74 | 2,704.1 | 1,526.6 |
| Tract 211 | 3,163 | 1,620 | 0.51 | 0.00 | 0.51 | 6,195.0 | 3,172.9 |
| Tract 212 | 4,598 | 2,163 | 0.72 | 0.00 | 0.72 | 6,348.3 | 2,986.4 |
| Tract 213 | 2,833 | 1,239 | 1.50 | 0.09 | 1.41 | 2,011.2 | 879.6 |
| Tract 214 | 2,081 | 995 | 0.55 | 0.02 | 0.53 | 3,921.3 | 1,874.9 |
| Tract 215 | 2,452 | 1,195 | 0.83 | 0.00 | 0.83 | 2,945.9 | 1,435.7 |
| Tract 216 | 3,993 | 2,305 | 0.89 | 0.00 | 0.89 | 4,492.9 | 2,593.5 |
| Tract 217 | 2,368 | 785 | 1.09 | 0.00 | 1.09 | 2,169.2 | 719.1 |
| Tract 218 | 2,026 | 635 | 1.09 | 0.00 | 1.09 | 1,851.4 | 580.3 |
| Tract 219 | 1,851 | 922 | 0.48 | 0.00 | 0.48 | 3,844.2 | 1,914.8 |
| Tract 220 | 2,126 | 1,038 | 0.70 | 0.00 | 0.70 | 3,025.1 | 1,477.0 |
| Tract 221 | 7,014 | 2,832 | 1.52 | 0.00 | 1.52 | 4,617.1 | 1,864.2 |
| Tract 222 | 5,789 | 2,422 | 3.14 | 0.00 | 3.14 | 1,845.9 | 772.3 |
| Tract 223 | 3,666 | 1,504 | 1.03 | 0.00 | 1.03 | 3,570.9 | 1,465.0 |
| Tract 224 | 4,177 | 1,618 | 1.27 | 0.00 | 1.27 | 3,298.9 | 1,277.9 |
| Tract 225 | 5,429 | 2,148 | 1.06 | 0.00 | 1.06 | 5,112.2 | 2,022.7 |
| Tract 226 | 3,231 | 1,468 | 1.26 | 0.00 | 1.26 | 2,563.8 | 1,164.9 |
| Tract 227 | 2,485 | 1,093 | 0.65 | 0.00 | 0.65 | 3,845.9 | 1,691.6 |
| Tract 228 | 4,109 | 1,864 | 1.08 | 0.00 | 1.08 | 3,787.7 | 1,718.3 |
| Tract 229 | 5,400 | 2,915 | 3.23 | 0.36 | 2.86 | 1,885.0 | 1,017.6 |
| Tract 230 | 3,764 | 1,834 | 1.60 | 0.00 | 1.60 | 2,356.7 | 1,148.3 |
| Tract 231 | 1,663 | 669 | 0.96 | 0.00 | 0.96 | 1,730.5 | 696.1 |
| Tract 232 | 1,967 | 790 | 0.63 | 0.00 | 0.63 | 3,127.4 | 1,256.1 |
| Tract 233 | 2,035 | 1,038 | 1.28 | 0.00 | 1.28 | 1,591.4 | 811.7 |
| Tract 234 | 6,754 | 2,566 | 2.03 | 0.00 | 2.03 | 3,328.8 | 1,264.7 |
| Tract 235 | 4,702 | 1,852 | 3.74 | 0.01 | 3.73 | 1,259.9 | 496.3 |
| Tract 236 | 3,596 | 1,423 | 1.01 | 0.00 | 1.01 | 3,560.8 | 1,409.1 |
| Tract 237 | 7,244 | 2,670 | 2.03 | 0.00 | 2.03 | 3,567.2 | 1,314.8 |
| Tract 238 | 6,890 | 2,824 | 1.83 | 0.00 | 1.83 | 3,768.9 | 1,544.8 |
| Tract 239.01 | 5,570 | 3,122 | 5.22 | 0.57 | 4.65 | 1,197.0 | 670.9 |
| Tract 239.02 | 6,417 | 3,279 | 2.56 | 0.00 | 2.56 | 2,509.7 | 1,282.4 |
| Tract 239.03 | 3,495 | 1,406 | 7.04 | 0.00 | 7.03 | 496.9 | 199.9 |
| Tract 240 | 6,802 | 2,286 | 86.02 | 4.87 | 81.15 | 83.8 | 28.2 |
| Tract 241.02 | 3,885 | 1,600 | 13.51 | 0.00 | 13.51 | 287.6 | 118.5 |

Caddo Parish, Louisiana by Census Tract - GCT-PH1. Population, Housing Units, Area, a... Page 2 of 2

| Geographic area | Population | Housing units | Area in square miles | | | Density per square mile of land area | |
|-----------------|------------|---------------|----------------------|------------|-----------|--------------------------------------|---------------|
| | | | Total area | Water area | Land area | Population | Housing units |
| Tract 241.04 | 6,856 | 2,780 | 3.22 | 0.00 | 3.22 | 2,127.2 | 862.6 |
| Tract 241.06 | 6,826 | 2,924 | 4.85 | 0.00 | 4.85 | 1,408.0 | 603.2 |
| Tract 241.07 | 5,077 | 2,105 | 3.51 | 0.00 | 3.51 | 1,447.0 | 599.9 |
| Tract 241.08 | 6,919 | 2,954 | 2.45 | 0.00 | 2.45 | 2,824.1 | 1,205.7 |
| Tract 241.09 | 3,615 | 1,480 | 1.75 | 0.00 | 1.75 | 2,070.6 | 847.7 |
| Tract 242.01 | 2,960 | 1,374 | 5.86 | 0.00 | 5.86 | 505.3 | 234.6 |
| Tract 242.02 | 6,842 | 2,751 | 37.07 | 0.00 | 37.07 | 184.6 | 74.2 |
| Tract 242.03 | 5,053 | 1,827 | 106.81 | 0.23 | 106.58 | 47.4 | 17.1 |
| Tract 243.01 | 7,312 | 2,901 | 47.93 | 2.33 | 45.60 | 160.3 | 63.6 |
| Tract 243.03 | 5,452 | 2,449 | 7.67 | 0.03 | 7.64 | 713.5 | 320.5 |
| Tract 243.04 | 4,295 | 1,811 | 36.40 | 0.07 | 36.32 | 118.2 | 49.9 |
| Tract 244 | 4,266 | 2,120 | 10.46 | 4.19 | 6.27 | 679.9 | 337.9 |
| Tract 245.02 | 7,660 | 3,209 | 45.53 | 7.18 | 38.34 | 199.8 | 83.7 |
| Tract 245.03 | 4,935 | 2,064 | 10.83 | 0.07 | 10.77 | 458.3 | 191.7 |
| Tract 245.04 | 4,628 | 1,933 | 83.21 | 0.15 | 83.06 | 55.7 | 23.3 |
| Tract 246.01 | 4,514 | 1,666 | 8.42 | 0.00 | 8.42 | 536.3 | 197.9 |
| Tract 246.02 | 5,728 | 1,902 | 7.78 | 0.13 | 7.65 | 748.7 | 248.6 |
| Tract 247 | 2,009 | 887 | 3.51 | 0.11 | 3.40 | 590.4 | 260.7 |
| Tract 248 | 1,231 | 512 | 99.09 | 4.18 | 94.90 | 13.0 | 5.4 |
| Tract 249 | 3,533 | 1,779 | 125.28 | 24.22 | 101.06 | 35.0 | 17.6 |
| Tract 250 | 4,103 | 1,824 | 10.64 | 0.58 | 10.06 | 407.8 | 181.3 |
| Tract 251 | 2,311 | 1,118 | 116.22 | 5.30 | 110.93 | 20.8 | 10.1 |

(X) Not applicable

Source: U.S. Census Bureau, Census 2000 Summary File 1

U.S. Census Bureau

American FactFinder

Legend

Boundaries

- State
- '00 County
- '00 Census Tract
- '00 Block Group
- '00 Block

- '00 Place
- '00 Urban Area
- '00 Urban Area

Features

- Major Road
- Street
- Stream/Waterbody
- Stream/Waterbody

Items in gray text
are not visible
at this zoom level

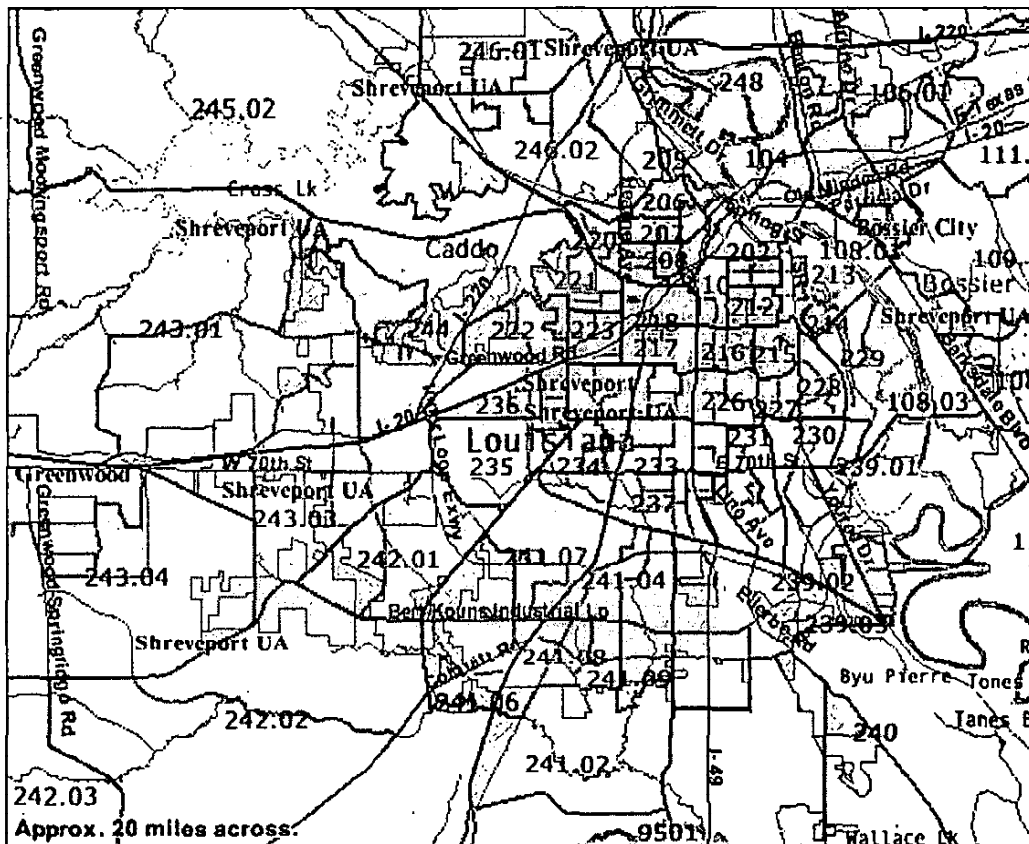


Exhibit M Site Drawings

Exhibit N Buffer Zone- Exempt

Buffer Zone Exemption

Commodore Medical Services medical waste processing operations will occur well within the 200 foot buffer zone allotted, per DEQ and DHH regulations; therefore, no notifications or special permission is required.

Exhibit O City of Shreveport Discharge Permit



CITY OF SHREVEPORT

P.O. BOX 31109 SHREVEPORT, LA 71130

web site: www.ci.shreveport.la.us

January 12, 2006

Attn: Raquel Toombs
Commodore Medical Services of Louisiana, L.P.
1941 Cement Plant Road
Nashville, TN 37208

RE: Issuance of Permit NIU-031.

Dear Ms. Toombs,

Enclosed you will find discharge permit (NIU-031) issued to Commodore Medical Services, located at 2000 Cedar Street, by the City of Shreveport authorizing discharge to the sanitary sewer system.

The permit will outline requirements for analytical testing and reporting that must be conducted in accordance with the provisions set forth in the City of Shreveport Ordinances and regulated by the Department of Environmental Affairs - Pretreatment Program.

The permit requires, among other things, that the wastewater be tested at a frequency of twice per year; however prior to initiating these requirements, it is required that the facility perform one analysis within the first thirty days of operation, for baseline information purposes, of the following parameters:

| Parameter | Limit mg/L | Parameter | Limit mg/L |
|--|----------------|------------|------------|
| pH | 6.0 - 10.5 | Chromium | 4.7 |
| BOD | >250 Surcharge | Lead | 1.0 |
| TSS | >250 Surcharge | Mercury | 0.005 |
| COD | Reserved | Molybdenum | 1.5 |
| Oil/Grease | 100 | Nickel | 3.6 |
| Antimony | 0.07 | Selenium | 0.14 |
| Arsenic | 1.2 | Silver | 0.1 |
| Cadmium | 0.1 | Zinc | 3.2 |
| Copper | 3.8 | Cyanide | 1.5 |
| Total Toxic Organics (EPA 624 and 625) | | | 2.13 |

Once the baseline analytical is received and reported to the address below, testing and reporting requirements of the permit will be in effect.

Should you have questions or comments feel free to contact me at (318)673-6580.

Report all correspondence to:
Attention: Mercie Rhone - Pretreatment Supervisor
Environmental Affairs
P.O. Box 31109
Shreveport, LA 71130-1109

Sincerely,



Chris Warren
Pretreatment Inspector

enc.

INDUSTRIAL USER PERMIT

Permit No. NIU-031

In accordance with the provisions of the permit,

**Commodore Medical Services of Louisiana, L.P.
2000 Cedar Street
Shreveport, Louisiana 71103**


is hereby authorized to discharge industrial wastewater from the above identified facility and through the outfalls identified herein into the City of Shreveport's Sanitary Sewer Systems in accordance with the conditions set forth in this permit. This discharge shall be in compliance with all applicable pretreatment regulation standards or requirements under the City of Shreveport's Pretreatment and Sewer Ordinance and its amendments, the State and Federal Laws and Regulations including any that may become effective during the term of this permit.

Non-compliance with any term or condition of this permit shall constitute a violation of the City of Shreveport's Sewer Use Ordinance.

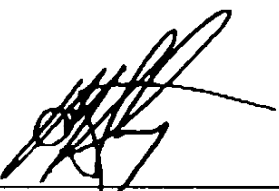
This permit shall become effective on **January 16, 2006** and shall expire on **January 16, 2011**.

To continue this discharge after the expiration date, the permittee will need to request renewal in accordance with the requirements of the Ordinance a minimum of ninety (90) days prior to the expiration date.

Approved by:



Wes Wyche
Environmental Affairs Manager
Department of Operational Services



H. M. Strong
Director
Department of Operational Services

Issued this 13th day of January in the year of 2006.

PART I

A. General Permit Conditions

1. The following standard conditions shall apply:
 - a. The Control Authority may revoke this Industrial User Permit for good cause as per the Shreveport Ordinance Section 94-141 (C)(2)(a thru m).
 - b. This Industrial User Permit is non-transferable.
 - c. The Industrial User is prohibited from bypassing (the intentional diversion of) waste streams from any portion of an Industrial User's treatment facility unless conditions listed in 40 CFR 403.17(d) and/or LAC 33:IX.6115.F.5 are met.
 - d. The Industrial User shall notify the Control Authority of any change in process which may have an effect on the sewer discharge and/or change pretreatment standards.
 - e. In accordance with the City of Shreveport Code of Ordinances, the City of Shreveport may assess a fine not exceeding one thousand dollars (\$1,000) for each offense per day for any violation of the pretreatment rules and regulations.
2. For the purpose of assuring compliance, the Pretreatment Inspectors and other duly authorized City representatives, bearing proper credentials and identification, shall have authority to:
 - a. Enter the permittee's premises to inspect any production, manufacturing, fabrication, or storage area where pollutants could originate;
 - b. Access and copy any records that must be kept under the conditions of the permit;
 - c. Inspect facilities, equipment (including monitoring and control equipment), practices, or operations and;
 - d. Sample or monitor for any substance or parameter at any location.

B. Discharge Limitations and Monitoring Requirements

1. During the effective period of this permit the permittee is authorized to discharge process wastewater to the City of Shreveport sanitary sewer system from the outfalls listed below.

| <i>Outfall</i> | <i>Description</i> |
|-----------------------|--|
| 001 | Sump pit located below the rinsing area at the loading dock. |

2. The following local standards shall apply to the user's discharge from **Outfall 001**:

| <i>Parameters</i> | <i>Maximum Limit (mg/L) for any 1 day</i> | <i>Sample Type</i> | <i>Monitoring Frequency</i> |
|--------------------------|--|-------------------------------|--|
| pH | Low 6.0 Std Units / High 10.5 Std Units | Grab | 1 per six months |
| Flow | MGD (<i>Million gallons per day</i>) | Measured | Daily Average & Daily Maximum |
| Oil & Grease | 100 mg/L | Grab | 1 per six months |
| BOD | >250 Surcharge * | Composite | 1 per six months |
| TSS | >250 Surcharge * | Composite | 1 per six months |
| COD | Reserved | Composite | 1 per six months |

- * If BOD and/or TSS exceed 250 mg/L, the facility shall pay the surcharge calculated using the following formula: (This does not constitute a violation)

$$S = V_s \times 8.34 [\$0.0727(\text{BOD}-250) + \$0.0245(\text{SS}-250)]$$

Where:

S = Surcharge in dollars

V_s = Sewage volume in million gallons

8.34 = Per gallon water

\$0.0727 = Unit charge for BOD in dollars per pound

BOD = Strength index in parts per millions by weight

\$0.0245 = Unit charge for suspended solids in dollars per pound

SS = Suspended solids strength index in parts per million by weight

3. For a general listing of discharge regulations please see PART II of the permit.
4. All discharges shall comply with all other applicable laws, regulations, standards, and requirements contained in the Shreveport Ordinance Section 94 and any applicable State and Federal Pretreatment laws, regulations, standards or requirements that may become effective during the term of this permit.
5. All handling, preservation, collection and laboratory analysis of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in this permit.

C. Reporting Requirements

1. Monitoring reports shall be submitted by the reporting dates of May 1, and November 1 of each year. The reporting period for the Periodic Report is the six month period prior to the due date. Submitting any reports thirty (30) days past the reporting date constitutes a violation. See Appendix I for a detailed outline of the contents required in the report. All records pertaining to this permit shall be kept by the facility for a period of at least three years.

Reports shall be mailed to:

Attention: Mercie Rhone - Pretreatment Supervisor
Environmental Affairs
P.O. Box 31109
Shreveport, LA 71130-1109

2. If the results of the permittee's wastewater analysis indicate that a violation of this permit has occurred, the permittee must:
 - a. Inform the City of Shreveport Pretreatment Supervisor within twenty-four (24) hours. Notice may be given by calling (318) 673-6580 Monday-Friday during the day, or (318) 673-7600 (Water and Sewer Dispatcher) on holidays and weekends.
 - b. Instruction for corrective action shall be established by the Pretreatment Supervisor at the time notification of the violation is received.
3. If an accidental/slug load discharge occurs, the permittee shall inform the City of Shreveport Pretreatment Supervisor within twenty-four (24) hours and submit to the Control Authority a report of the incident within ten (10) days. The report shall include the cause and duration of the accidental/slug load discharge and the impact on the permittee's compliance status. If non-compliance has occurred due to an upset, slug load, or excursion as defined in Section B, the report shall include the duration of the non-compliance, the steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, or excursion. Sampling shall be performed as soon as the permittee is aware of the accidental/slug load discharge.
4. **ALL** reports submitted by the facility shall contain the certification statement as listed in Appendix II (I)(A)(5). This shall include, but not be limited to, Periodic Compliance Reports, Reports of Noncompliance, Accidental/Slug Load Discharge Notifications, Reports of Retest due to Violations, Baseline Monitoring and 90 Day Compliance Reports.

APPENDIX I

I. Periodic Compliance Reports must include the following:

A. Cover letter

1. Letter Head - must be reported on company letterhead.
2. Reporting Period - indicate the period for which report pertains;

| <u>Period</u> | <u>Due Dates</u> | <u>Report for Months</u> |
|---------------|------------------|---|
| 1st | May 1 | November, December, January February, March, April |
| 2nd | November 1 | May, June, July August, September, October |

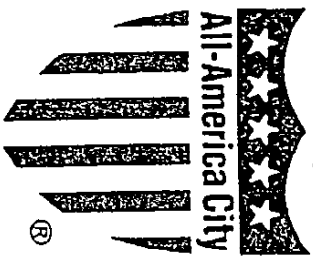
3. Flow information:
Report the daily average and the daily maximum for the reporting period.
4. Status of compliance - summary of compliance for the period. Denote any violations that have occurred and the current status of compliance.
5. Certification statement - signed by a responsible company representative:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person(s) who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for known violations."

- B. Analytical Results - submit copies of the original analytical results. If additional testing is conducted more frequently than required by the Authority, the results must be reported with the Periodic Compliance Report.
- C. Chain of Custody - must be attached with the analytical results.

Exhibit P Operator Certification

Shreveport



CERTIFICATE OF OCCUPANCY

OFFICE OF ZONING ADMINISTRATION

CITY OF SHREVEPORT

CERTIFICATE NO: COCC0500728

DATE: 02-24-2006

1999

THIS CERTIFICATE IS ISSUED IN COMPLIANCE WITH THE PROVISIONS OF ALL ORDINANCES OF THE CITY OF SHREVEPORT PERTINENT THERETO.

NAME OF FIRM: COMMODORE MEDICAL SERVICES

ADDRESS: 2000 CEDAR ST SHRV

PHONE: 1-800-297-2104

TYPE OF BUSINESS(INDUSTRY): PROCESSING FACILITY (MED. WASTE)

NOTE: MUST BE A USE LISTED IN THE ZONING ORDINANCE

PROPERTY ZONED: I-2

IF SPECIAL APPROVAL: CASE #:C-85-05

REMARKS: NOT A SEXUALLY ORIENTED BUSINESS

OWNER OF BUSINESS: COMMODORE MEDICAL SERVICES

ALAN CLARKE

ISSUING OFFICIAL (TYPED)


SIGNATURE OF ISSUING OFFICIAL

NOTE: THIS CERTIFICATE IS NOT AN OCCUPATIONAL LICENSE
BUT MUST BE PLACED IN A CONSPICUOUS PLACE

Exhibit Q Operational Plans

Commodore Medical Services of Louisiana, L.P.
Medical Waste Treatment and Storage Facility

Plan of Operation

Transportation:

Routes are established for each customer based upon frequency of pick-up, available pick-up office hours, optimization, etc. The Director of Operations will be responsible for determining the most optimal route and will schedule the pick-ups accordingly. Each day, the drivers will be provided a route sheet and the accompanying manifest forms.

All drivers are trained to transport only USDOT compliant containers, hereafter referred to as "containers". In addition, customers are required to label each container with complete generator information in accordance with all state and federal regulatory guidelines. Customers are also responsible for attaching labels to each container prior to placing the first article of bio-hazardous waste in the container. Each customer is trained in this procedure.

As our drivers arrive to remove the containers, they are trained to inspect the containers to ensure the proper labels are attached. If labels are not attached, the appropriate generator contact will be notified immediately. No waste will be removed if it is not properly identified. If the container labeling is acceptable, the driver will complete the manifest form and obtain the appropriate signatures. The customer will be provided with a copy of the manifest signed by the driver and a representative of the generator facility. The driver will remove the DOT containers and leave an equal amount of clean, empty containers for the customer.

The DOT containers will be located in the permitted transport vehicle and secured as required. The load will then be transported to the treatment facility for processing.

Waste Processing:

Note: All USDOT compliant containers will be referred to as "containers" from this point forward. It is assumed that all containers brought to this site are in compliance with the applicable regulations.

The route drivers and other delivery functions bring the waste to the site via the dock area. Once containers reach the dock area, they will be unloaded from the cargo compartment and weighed. Please note that all containers are weighed at the point of collection, and are weighed again when they reach the treatment facility. The containers will be grouped with their accompanying generator's manifest and the total weight will be recorded on each manifest respectively. The containers will then be staged for processing. The waste that has the oldest date will be processed first.

The contents of each container will be dumped into the treatment unit and the empty containers will then be forwarded to the cleaning station. At this station, the containers are washed and sanitized with a disinfectant, then forwarded to the empty container staging area. The route drivers can easily retrieve the clean, empty containers and load them into the cargo compartment of the vehicle for the next route.

Once full, the autoclave vessel is sealed and brought to the pre-set temperature and pressure parameters. Temperature and pressure within the vessel are continuously monitored and controlled by a computerized control system while steam is injected. Temperature is maintained at 275° Fahrenheit under pressure of 40 psig for a total residence time in the autoclave vessel of thirty (30) minutes. Operating parameters (temperature, pressure and time) are recorded by the control system for verification of treatment efficacy.

At the conclusion of the treatment cycle, the treated waste is discharged directly into a container and then conveyed directly to the compactor. Once sharps containers have been treated via autoclave, the integrity of the package is not breached and the sharps within the container have been sterilized in accordance with DH&H guidelines. All waste is then conveyed to a covered solid waste compactor for landfill disposal. When that container is full, the landfill operator will remove the treated waste and transport it to the landfill.

As the processing operation continues, the hopper is refilled and the cycle is repeated until the scheduled run has been completed. Documentation of the operating parameters and weight of each batch is retained for record and provided to the generator.

Record Keeping:

The manifest from those treated loads will be attached to the applicable treatment report and be forwarded to the **Plant Manager** for billing and return to the customer. At least one copy of the manifest will be kept on site and filed by date. They include, but are not limited to:

- Completed manifest forms
- Route schedules with driver feedback (picked up or not)
- Daily report (this report describes operation of equipment, maintenance needs, maintenance tasks performed, general journal of days activities, etc.)
- Treatment logs (verifying efficacy)
- Weight tickets (providing wet-weight) from the waste disposal service)
- Training verification and certifications

Process Flow:

The material flow through the facility is designed to minimize foot traffic and handling of the containers. The containers will flow in a circular, well-organized pattern. Each workstation will have a corresponding work instruction to reduce variation in the tasks

performed and provide a vehicle for continuous improvement. See Exhibit R for flow chart.

Contingency Plan:

In the event that the fixed unit becomes inoperable and cannot treat waste, Commodore has an alternate waste treatment plan in place. If equipment is down for less than a 24-hour period, repairs will be made to the machinery and waste will be treated once repairs are made. If equipment is down for more than 24-hours, waste will be diverted to another medical waste treatment facility operated by Commodore. Alternate Commodore treatment facilities are located in Shreveport, Louisiana, and in Nashville, Tennessee. In case of a natural disaster, or other act of God, which causes equipment to be down for an extended period of time, all waste will be transported to Southern Medical Disposal in Nashville, Tennessee or to Dogwood Environmental for treatment and disposal until the Cedar Street facility units are back on line and fully functional.

Inclement Weather Plan:

The treatment unit is fully enclosed within a 20,000 sq. foot steel structure. Therefore, adverse weather conditions such as rain, snow, etc. do not have a negative impact on our ability to operate our treatment unit according to DEQ regulations. We do shut down operations during electrical storms to prevent damage to the equipment, but will adjust the shifts as appropriate to ensure that we maintain our processing schedule as best we can.

Equipment:

The primary item of equipment in the facility will be an autoclave. One or more units will be located in the facility and set up for fixed-base operation.

Plans also include the installation of a container washing system. The container washing system ensures that the carts and tubs brought into the facility will be clean and sanitary when they are returned to the customer.

The facility will be fully equipped with tools and shop equipment necessary for maintenance and repair of the equipment.

Equipment Description:

Autoclave- Turbo 20' x 8' diameter

Boiler- 150 hp

Forklift

Compactor

Operating Procedure:

The operating procedure is the general method to be followed in the treatment of regulated medical waste. Detailed procedures concerning the operation of the unit are contained in the Operator's Manual, which accompanies each unit.

The purpose of the Operator's Manual is to provide for the safety of employees and others who may come within the work area, to prescribe procedures to be followed in the event of emergency or accident, and to protect the environment from damage.

The generator has been instructed to segregate wastes at the point of generation, and to use appropriate measures to identify and package wastes prior to receipt by the transporter. In receiving waste from the transporter at the facility, the facility operator will ensure that only waste that is acceptable for treatment is accepted.

Waste Treatment: Description of Processes and Types of Waste

The following is a description of processes and services activity:

Commodore Medical Services of Louisiana, L.P. (hereinafter referred to as "Commodore") collects, transports, and treats *Regulated Medical Waste* (RMW). Commodore and its affiliated companies have been in business for nearly 15 years and presently maintain licenses and conduct business in thirty-four states across the country.

Commodore currently operates a RMW transfer and processing facility located at 2000 Cedar Street in Shreveport, Louisiana. The Shreveport facility utilizes a state-of-the-art autoclave (steam under pressure) technology to treat all RMW received. This equipment benefits the Company, *as well as* the public interest, by treating RMW in a more efficient and effective manner.

The Company collects RMW from all types of waste generators throughout the state of Louisiana and surrounding states. RMW generators include: hospitals, labs, clinics, veterinarians, medical universities, nursing homes, funeral homes, dialysis clinics and a variety of other small businesses. The operation of a local facility serves the general public interest by minimizing the aging component which is involved in the transport of medical waste.

Commodore performs the collection of RMW in accordance with all applicable state and federal laws and regulations. Commodore collects generated RMW in DOT approved containers. These containers could include lined, corrugated boxes, sharps containers and/or reusable containers with red bag liners of various size and configuration. Reusable containers are constructed of ridged plastic with secured, gasketed lids. Any containers scheduled for reuse are disinfected following transport.

Commodore's collection procedures include an inspection at the point of pickup to ensure compliance with all local, state, and federal DOT packaging and labeling requirements. We also weigh and manifest each shipment in accordance with any applicable local, state, and federal regulations. Shipments of waste are then consolidated onto a DOT approved transport vehicle and taken to the Commodore facility for treatment and disposal.

Commodore will utilize an autoclave which is approximately 20' long and 8' in diameter. This unit will process approximately 2,200 pounds per cycle; however, this figure will be static as the composition of medical waste varies with each shipment. Based on data gathered from a similar unit operated by our disposal treatment and disposal facility in Nashville, Tennessee, Commodore projects the actual amounts processed per cycle to be between 1,800 to 2,400 pounds.

Incoming RMW transport vehicles will be weighed upon arrival at the facility and placed at the receiving dock for unloading. Once the vehicle has been emptied and reloaded with any sterilized, reusable containers originally shipped with the delivery, the vehicle will then be reweighed. Commodore utilizes the (gross, tare, net) method in order to record the total weight of a consolidated shipment. This total net weight will then be compared to the individual weights indicated on the manifests collected in the field to assure the accuracy of the total pounds billed and processed.

Waste will be unloaded onto the receiving dock where the containers will be opened and the contents placed in a 4'x 4'x 4' autoclave treatment cart. Each treatment cart will have a plastic liner to contain any escaping liquids prior to treatment. These liners are designed to withstand the heat of the treatment process, maintain their structural integrity and secure the contents throughout the process. Once four of the treatment carts are filled to capacity, they will be rolled into the autoclave chamber for treatment.

The process of filling the hopper and transferring material into the autoclave is repeated until the autoclave has been filled to the propel level. The hopper lid is closed and the weight of the batch is recorded. The autoclave is sealed and brought to the pre-set temperature and pressure parameters. The integral agitator is started and a saturated steam environment is established.

Once the treatment carts are placed in the autoclave, the doors will be closed and the unit will be started. Temperature and pressure within the vessel are continuously monitored and controlled by a computerized control system while steam is injected. Temperature is maintained at 275° Fahrenheit under pressure of 40 psig for a total residence time in the autoclave vessel of thirty (30) minutes. Operating parameters (temperature, pressure and time) are recorded by the control system for verification of treatment efficacy. The exhaust air system operates continuously during the processing of waste. Air is drawn through a filter bank before being released into the atmosphere. The filter bank includes de-mister, pre-filter, HEPA, and charcoal sections.

Commodore will conduct spore testing daily to assure that the desired level of disinfection is achieved. The dwell time will be adjusted to achieve this goal. Once the

treatment cycle is complete the autoclave will be opened, the treatment carts will be removed. Once sharps containers have been treated via autoclave, the integrity of the package is not breached and the sharps within the container have been sterilized in accordance with DH&H guidelines. All waste is then conveyed to a covered solid waste compactor for landfill disposal. A forklift, equipped with a rotating device will lift the carts and dump the contents into the receiving hopper via moving conveyor into a 40-yard self-contained compactor. Once the compactor is filled to capacity at approx. 12 tons, waste will be transported to an approved landfill for final disposition.

At various times throughout this process, the reusable containers that are emptied at the receiving dock area will be cleaned and disinfected for redistribution. This process will be conducted in a specific area on the receiving dock. The cleaning and disinfecting area will be located over a sump that will capture and contain all residual liquids created by the cleaning process. Commodore will use Sodium Hypochlorite 12% solution diluted with water along with a Quaternary Disinfectant diluted with water per manufactures specification to assure disinfection of all containers returned into the system.

All equipment associated with the treatment of RMW will have a 12" perimeter floor drain. The floor drain will contain all liquids that could discharge from the various components of the process. This drain system would direct any and all escaping liquids to the central sump previously mentioned. The liquids collected in the sump would periodically be pumped to the sanitary sewer system. The composition of these liquids would be residual disinfectant and residue created in the reusable container washing process, water (condensate from the steam sterilization process) and any residual liquids created by the shredding process. It is important to note that any liquids created by the shredding process are post-treatment liquids and do not create a biological hazard.

Documentation of the operating parameters and weight of each batch is retained for record and provided to the generator.

Quality Control:

The computer control system will maintain the pre-set temperature (275° F) and pressure (40 psig) conditions in the autoclave vessel during the treatment cycle.

The residence time will be a minimum of thirty (30) minutes with the actual time to be pre-set for that which will meet the applicable standard. The control system is programmed to monitor and log a complete record of these operating conditions while treatment is in process. Any adverse deviation from these standards will cause the cycle to be interrupted until the proper temperature and pressure have been restored. The treatment cycle time will then be re-started and a full cycle repeated. All of these transactions are logged on a chart recorder system and will be retained for the length of time required by regulation.

The unit is challenge tested monthly (or more frequently if required by regulation) using *Bacillus stearothermophilus* spores. Biological indicators are inserted into the autoclave

chamber through ports designed for that purpose. The ports are repositioned such that the biological indicators are exposed to the same conditions as the waste load.

Each container is screened by a radiation detector and monitor capable of detecting radiation sources as small as 0.25 millicuries Cs137. An alarm condition will result when the level of radiation detected exceeds the pre-set maximum allowable reading. Upon completion of the treatment run, the unit is purged with steam throughout which sanitizes the internal surfaces of the unit itself.

Waste Types, Quantities, and Sources:

Types of waste to be processed at the Cedar Street facility include infectious medical waste which includes pathological waste, sharps, and trace chemotherapeutic waste.

Infectious waste is defined within the regulations as "waste that contains pathogens of virulence and quantity that exposure to it could result in an infectious disease in a susceptible host."

Sources of the waste include generators such as doctor's offices, clinics, hospitals, medical universities, and dentists' offices.

The maximum quantity of waste to be processed during annually is approximately 20,160,000 pounds, or 10,080 tons, of medical waste.

Exhibit R Process Flow Chart

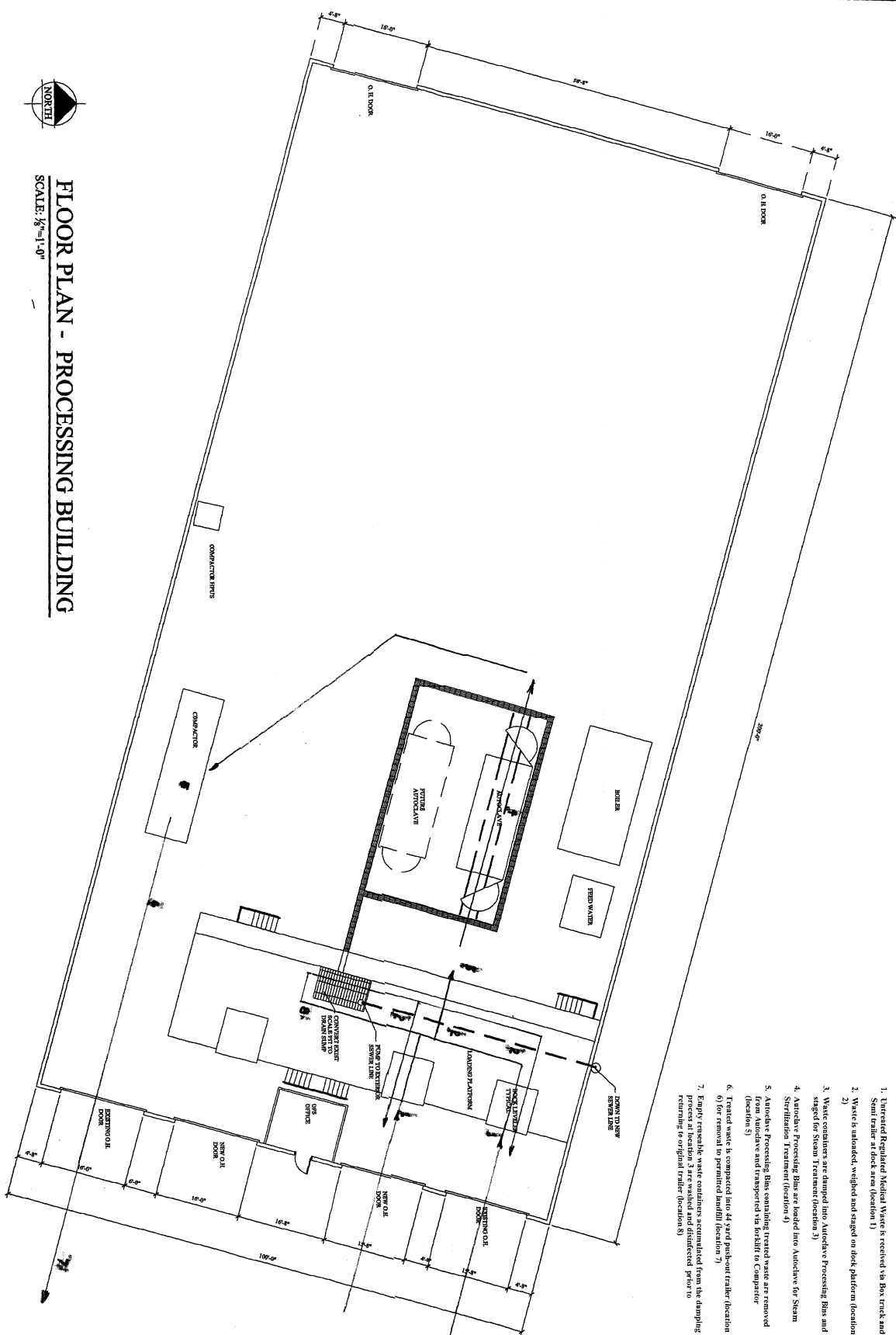
PROCESS FLOW FOR
COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P.
SHREVEPORT TREATMENT SITE

| PROCESS | PROCESS NUMBER | PROCESS DESCRIPTION |
|-----------|----------------|--|
| Move | 100 | Incoming RMW transport vehicles will be weighed upon arrival at the facility and placed at the receiving dock for unloading. |
| Operation | 200 | Unload transport containers into processing bins and stage empty reusable containers for washing. |
| Operation | 300 | Wash reusable containers and stage for reloading onto original transport vehicle. |
| Operation | 400 | Reload with any sterilized, reusable containers originally shipped with the delivery. Reweigh vehicle. |
| Operation | 500 | Load processing bins into autoclave and treat waste. |
| Move | 600 | Unload treated waste onto conveyor. |
| Operation | 700 | Conveyor waste into transport vehicle. |
| Move | 800 | Transport residual waste to landfill for final disposition. |



FLOOR PLAN - PROCESSING BUILDING

SCALE: $\frac{1}{8}''=1'-0''$



MATERIAL FLOW SUMMARY

1. Unrusted rigid metal waste is removed to bay truck and sent to landfill (location 1)
2. Waste is unboxed, weighed and staged on dock platform (location 2)
3. Waste containers are dumped into Autoclave Processing Bins and staged for Steam Treatment (location 3)
4. Autoclave Processing Bins are loaded into Autoclave for Steam Sterilization Treatment (location 4)
5. Autoclave Processing Bins containing treated waste are removed from Autoclave and transported to a Baffled Compactor (location 5)
6. Treated waste is compacted into at yard pushback trailer (location 6) for removal to permitted landfill (location 7)
7. Easily reusable waste containers accumulated from the dumping process at location 5 are washed and disinfected prior to returning to original trailer (location 8)

Exhibit S Emergency Response Letters



SHREVEPORT FIRE DEPARTMENT

263 N. Common Street
Shreveport, Louisiana 71101
(318) 673-6650 • FAX: (318) 673-6656



Kelvin J. Cochran, Fire Chief

October 20, 2005

Raquel Toombs
1941 Cement Plant Road
Nashville, TN 37208

Fire Administration
263 N. Common Street
Shreveport, LA 71101
(318) 673-6650

Deputy Fire Chief
263 N. Common Street
Shreveport, LA 71101
(318) 673-6658

Assistant Chief
263 N. Common Street
Shreveport, LA 71101
(318) 673-6662

Communications
1144 Texas Avenue
Shreveport, LA 71101
(318) 675-2200
Fax (318) 675-2206

EMS
263 N. Common Street
Shreveport, LA 71101
(318) 673-6720
Fax (318) 673-6727

Maintenance
6300 Kennedy
Shreveport, LA 71109
(318) 673-6730
Fax (318) 673-6735

Prevention
505 Travis Street, Suite 510
Shreveport, LA 71101
(318) 673-6740
Fax (318) 673-6744

Training
6440 Greenwood Road
Shreveport, LA 71119
(318) 673-6766
Fax (318) 673-6769

www.shreveportfire.org

Dear Ms. Toombs,

This letter is written to you and to whomever it may concern for formal verification regarding the Hazardous Materials response level training of the Shreveport Fire Department.

All Shreveport Fire Department members are trained to the operations level as stated in the competencies level requirements in National Fire Protection Association (NFPA) Standard 472, *Standard for Professional Competence of Responders to Hazardous Materials Incidents, 2002 Edition*. Additionally, we have 70 members trained to the technician level as stated in the competencies level requirement in the same NFPA standard. These technicians are placed strategically at all of our fire stations for rapid technician level emergency response.

With regard to Emergency Medical Services (EMS), all of our members are trained in accordance with NFPA 473, *Standard for Competencies for EMS Personnel Responding to Hazardous Materials Incidents, 2002 Edition*. We meet this requirement because all of our members are required to be an Emergency Medical Technician (EMT) at the Basic level. The Department of Transportation curriculum for EMT meets the NFPA 473 requirement. We also have approximately 150 EMT-Paramedics that provide advance life support for the city of Shreveport.

I hope this information has been helpful and will be sufficient in needed approval for a permit. If you have any questions please feel free to contact me at 318-673-6760.

Sincerely,

Scott Wolverton
Chief Safety Officer
Shreveport Fire Department

April 19, 2006

To: Raquel Toombs
Commodore Medical Services

From: Lesley Sawrie
Willis-Knighton Work Kare

Re: Medical Care for Commodore Employees

If an employee is injured on the job, needs an immunization or drug test, the employee may be seen at any of our four Work Kare clinics.

If an employee is exposed to a chemical or hazardous material and needs to be decontaminated, the employee may report to a Willis-Knighton Emergency Room. The decontamination showers are located in the ER and not at Work Kare.

If you have any questions, please call me at 318-212-4233.



Exhibit T Contingency Plan

COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P.
Medical Waste Processing and Treatment Facility
Contingency Plan

1. PURPOSE

The purpose of this document is to provide for the safety of employees and others who may come within the work area, to prescribe procedures to be followed in the event of emergency or accident, and to protect the environment from damage.

1.1. **Discussion:** The following information represents Commodore's position as it relates to work performed in our maintenance facility and work performed in the field. It should be used as a guide as we cannot foresee every situation that you may be required to deal with. It is provided for you so that you may better understand our position on safety related issues and work process in no particular order of priority as follows:

1. Always try to create a safe working environment.

That means clean up your work environment by removing all waste material. Do not have waste material present in the work area. First, activate the steam system for one hour in order to disinfect the material to be removed. Then spray material with disinfectant. Under all circumstances, when removing waste material wear protective gloves and eye protection. When possible, perform this operation in a well-ventilated area. Use a shop-vacuum as the primary method of removal. Use hand tools if required. Work smart and only touch the material by hand as a last resort.

2. Working with waste material in place.

Before touching anything, thoroughly disinfect the work area first with steam, then with disinfectant. Wear protective gloves and eye protection. Use the air system to direct the airflow away from the work area. Proceed carefully, removing as much material as possible prior to beginning maintenance operation.

3. Working with untreated waste material. (See Loading Waste Material below)

If working with material that has not been steamed, wear protective gloves, mask, tyvek suit, and eye protection. Disinfect the entire area with disinfectant spray and use the air system to direct the airflow away from the work area. Work smart. Don't assume anything. Verify the location of articles that may cause a puncture wound and remove. Place all "sharps" in a puncture resistant container and re-deposit into the machine. Use hand tools (shovel, rake, hand rake, tongs, etc.) to handle waste. Use hands only as a last resort. Place material into a puncture resistant container lined with a large red bag. Re-deposit this material into the machine for treatment.

4. Loading Waste Material.

This operation is the most hazardous thing we do. The greatest risk is a cart falling from the lift. Therefore, it is imperative that this area is always secured and unauthorized persons are prevented from entering the area. Workers should wear a hard-hat, protective gloves, and face shield or goggles while loading material. A mask should be worn if material is uncontained or in open bags.

All waste material should be contained in our carts; however, if you are required to touch a bag, do so with great care. All protective gear should be worn and special care should be used in picking up the bag. DO NOT hold bag from its sides, hold it from the top, at the knot, and do not expose yourself to sticks form sharps that may protrude from the side of the bag.

Special care should also be taken if the need arises to handle boxes. Most stick injuries occur while closing a box. If a box is over filled and a worker pushes the lid down over the waste, a sharp object may push through the box lid, sticking the worker. Be careful- if you don't have to close a lid, then don't. Just place the open into a cart and load it along with your other carts.

It is important to understand the nature of the material that we handle. It is hazardous in the following way. Prior to treatment and upon recent removal from the hospital, pathogenic organisms may exist that may be transmitted to a worker. This transmission is most likely to occur through puncture wounds. Airborne transmission is unlikely and is further reduced by the air filtration system incorporated into the design of the equipment. After treatment, this material remains as hazardous as any other waste material containing organic material. If you receive a puncture wound that is not properly treated immediately, you may get an infection. Therefore, it is important that you always maintain an awareness of the work environment and the material that we handle.

To place our activities in proper perspective, please consider the following that is found in our sterilization reference book titled Disinfection, Sterilization, and preservation by Seymour S. Block.

"Considering the severity of the diseases that might be transmitted with infectious waste, HIV and HBV (AIDS and hepatitis) would potentially be the most dangerous. Studies of these diseases would show that the risk for workers handling infected waste is no greater than that for the general population (Keene, 1988). In the case of the HIV it is less than 1%, and for HBV it is 5-6%. The most hazardous component of the medical waste is the sharps, particularly the used hypodermic needles, because of their ability to puncture the skin and cause infection. This problem has received considerable attention. Jagger et al. (1988) studied the effect of 326 needle sticks of healthcare workers during a ten month period. None of the incidents resulted in a documented case of infectious disease. Kransinski et al. (1987) reported on 315 needle stick punctures in a 27-month period and found that two of the exposed workers developed hepatitis B. Richardson (1989) studied waste-handling personnel who had handled biochemical waste. There were 210 needle sticks among 3000 hospital employees during the study but no documented cases of occupationally transmitted HBV. The City of New York sanitation department (1989) was concerned

about needle puncture injuries of tis garbage, refuse, and litter collectors on their cit routes and in collecting noninfectious hospital waste, as well as some workers walking through landfill areas. In 39 months there were 224 reported health problems resulting form the injuries.

It should not be surprising that there is a low incidence of disease. Despite popular opinion, diseases are not so easy to catch. Exposure is not synonymous with infection; although many are exposed, few become infected. There are four criteria for infection: (1) Presence of a pathogen with sufficient virulence. (2) An infectious dose. One or a few microorganisms are seldom enough to cause infection. The infectious dose varies by many orders of magnitude for different pathogens. (3) A necessary route of injury. Some pathogens infect through the respiratory tract, others through the alimentary canal, the blood, the skin, etc., (4) And finally, there must be a susceptible host. Some people are resistant or immune to some to some diseases through genetics, race sex age, or vaccination. Many experts feel that the hazard of infectious waste is overblown: that it has been grossly overstated, that it exists largely in the public mind, and that we are dealing with perceived rather than real hazards. If this is so, where does it leave us? The course of action recommended by the CDC (Bond 1988) is one of caution with reason, as follows:"

It is important to remember that if we think ahead and always try to be "Smarter that the Problem" we reduce our risk of injury. Please remember to always use proper protection when working in the shop or in the field. Protect your eyes if you are using a drill or grinder. Protect your eyes if you might get treated or untreated waste material blown in your face. Protect your ears if you are creating a loud noise. Protect yourself from infection by using proper procedures and wearing protective gear. We are sensitive to your safety and want you to be safe and comfortable in your work environment. The way to accomplish that is to work smart!

2. CONTINGENCY PLAN

2.1. Improper waste or packaging: If any of the following conditions occur within the storage area, immediately notify the supervisor on duty:

- Improperly packaged waste
- Leaking or damaged packaging
- Presence of improper waste
- Spills

The following types of biomedical wastes are not to be accepted for treatment:

- Pharmaceutical wastes
- Laboratory reagents
- Antineoplastic and chemotherapy agents

Other chemicals that may (or may not) be contaminated by infectious agents

Radioactive wastes

Hazardous wastes

By agreement with Commodore, the generator has segregated their waste by means of its internal waste management program. The generator has been instructed to segregate wastes at the point of generation, and to use appropriate measures to identify and package wastes accordingly.

In removing waste from the storage area, the operator will inspect each container to ensure that only waste that is acceptable for treatment is loaded into the unit.

2.2. **Spills:** If a spill occurs during operation, implement the necessary procedures in the Emergency Response section of this manual.

2.3. **Fire:** If a fire occurs, implement the necessary procedures in the Emergency Response section of this manual.

2.4. **Unavailability of treatment unit:** In the event that the treatment unit becomes unavailable for any reason, implement the following procedures.

2.4.1 Provide an alternate unit as soon as possible.

2.4.2 If an alternate unit cannot be scheduled for service at the necessary time, Commodore will transport the waste to our treatment facility in Nashville, TN. Commodore also utilizes waste processing at several other commercial medical waste treatment facilities (ie. Pennsylvania, Texas, Arizona, Virginia, California, Minnesota and Missouri) in order to ensure that operational or mechanical problems never delay or disrupt the timely or proper destruction of a customer's waste. All of our treatment facilities comply with all applicable federal, state and local laws.

2.4.3 In the event of a malfunction during treatment that cannot be corrected within eight (8) hours, shut down the unit in accordance with its Operational Manual. Wearing protective gear, remove waste from the unit and place into standard biomedical waste containers with liners. Place the full containers into storage, decontaminate the unit (see Operator's Manual), and decontaminate the work area.

2.4.4 The following procedures are to be used in removal of waste:

Assemble standard disposable waste containers with liners.

Liners are red opaque plastic bags, 3-mil thickness, or of strength and quality to meet the ASTM 165 gram Dart Impact Test, securely sealed at the seams and of ample size to fit the above container.

Put on the following protective gear:

Hardhat, safety glasses or goggles, earplugs and respirator. Hardhat and glasses or goggles should be red bagged for decontamination after use. Earplugs and respirator mask should be red bagged and disposed of after use.

Coverall. Tyvek suits should be red bagged and disposed of after use.

Gloves. Gloves should be red bagged for decontamination after use.

Hands should be washed with QuickSCRUB after protective gear is disposed of.

Safety shoes.

Remove waste from the unit by opening the appropriate access point and using the tools provided with the treatment unit.

Place the waste into the waste containers with liners and securely close the containers.

Move the full containers into the storage area.

Contact Company personnel to initiate repair of the unit. When repairs are completed, operate the unit through a sterilization cycle and resume processing as scheduled.

Decontaminate the work area using spill control procedures if contamination to the processing area has occurred.

2.4.5. Repairs to the unit will be performed according to the following procedure:

Steam the process train, reaching a temperature of 165° F on the outside of the conveyor housing for 45 minutes to achieve a high level of disinfection.

Clean debris from parts to be serviced and spray with disinfectant.

Remove parts from machine, clean again and spray again. Parts can now be handled in a routine manner without protective equipment.

- 2.5 Radioactive waste: Each mobile unit is equipped with a radiation monitor interlock. If the monitor detects radiation above the pre-set alarm level, an alarm is given to the control panel and the container lift is stopped. Operator intervention is required for the container to be returned to the ground before proceeding with further operation. A hand-held instrument is used to identify the container that contains the suspect material. The generator's radiation safety officer and housekeeping supervisor are notified and requested to remove the container from the treatment area for proper disposal.

The radiation monitor will be sent to the manufacturer not less than annually for calibration.

3. SOLID WASTE DISPOSAL

The treated waste, which is contained in the solid waste container, will be released for disposal.

4. WEATHER

- 4.1. The unit is not to be operated during sever weather, such as high wind, heavy rain or lightning, which may result in hazard to the operator or damage to the equipment.
- 4.2. Inclement weather such as rain or snow will not normally cause operational problems or health hazards. During storage and treatment, the biomedical waste is packaged and contained so that precipitation will not result in contamination.

5. PROTECTIVE GEAR

- 5.1. Protective gear (personal protective equipment) is included in the Spill Control Kit that is provided and kept in each vehicle. A detailed description of the contents of the Spill Control Kit is listed in the Emergency Response Plan in this manual.

6. EMPLOYEE TRAINING

- 6.1. Each driver/operator will receive the following training before performing waste treatment operations independently:
 - a. A minimum of eight hours orientation about the _____ unit, including familiarization with the process and a thorough review of operating procedures.
 - b. A minimum of forty (40) hours actual operation of the _____ unit under the supervision of the Director of Operation, or designated alternative.
 - c. Exposure Control Plan
 - d. OSHA Bloodborne Pathogens Training Program
 - e. Emergency Response Plan
 - f. Commadore policies and procedures for pick up, manifesting and transporting infectious waste.
 - g. Infectious Waste Management Plan

h. Written Hazard Communication Plan

6.2 Annual bloodborne pathogen training is done as required by 29CFR1910.1030, attendance is mandatory.

6.3 Training is an on-going process that we at Commodore strive to continually improve upon. We review processes with employees as we see a need. During our annual bloodborne pathogen training, we also cover Hazard Communication, Exposure Control, safe work procedures and what to do in an emergency.

APPENDIX ONE

EMERGENCY RESPONSE PLAN

1. PURPOSE:

1.1 This plan has been prepared for the following purposes:

- a. To be a guide for action during emergency situations.
- b. To prevent or minimize dangers to human health and the environment resulting from the accidental release of medical waste.
- c. To assist in training company personnel in the proper performance of their duties.
- d. To familiarize local emergency response personnel with the material handled, company operations and internal response procedures.

2. IMPLEMENTATION

This plan shall be implemented by qualified company personnel immediately upon the possible or actual release of medical waste into the environment. It is the Emergency Coordinator's responsibility to determine the nature of any accident or emergency. Some accidents are common. These do not require the implementation of the Emergency Plan. Only those designated by the Emergency Coordinator will require him/her to invoke this action plan.

3. EMERGENCY COORDINATOR

The Emergency Coordinator has primary responsibility for managing all emergency response activity, and will be the first one to be notified in the event of an emergency or accident. The Emergency Coordinator is familiar with the Emergency Response Plan and all Company operations, the location and nature of the waste handled, the location of records, vehicles and layout of both Company and generator facilities.

The primary emergency phone number is:

1-800-297-2104

The Emergency Coordinator is:

NAME: David S. Freeman
HOME ADDRESS: 1941 Cement Plant Road
Nashville, TN 37208
TELEPHONE: (615) 397-6218 (Mobile)
(800) 297-2104 (Office)
(615) 397-6218 (Home)

The secondary Emergency Coordinators are:

| | | |
|---------------|--|--|
| NAME: | Tim Taylor | Bill Goss |
| HOME ADDRESS: | 1941 Cement Plant Road Nashville, TN 37208 | 1941 Cement Plant Road Nashville, TN 37208 |
| TELEPHONE: | (615) 497-4795(Mobile) (800) 297-2104(Office) (615) 497-4795(Home) | (615) 423-7888(Mobile) (800) 297-2104(Office) (615) 423-7888(Home) |

In the event that the primary coordinator will not be available 24 hours a day, one of the secondary coordinators will take call. All transportation employees will be notified of this change when they call in prior to beginning their workday.

3.1 Emergency Coordinators Responsibilities:

- a. Immediately determine if the accident or emergency is one that requires the implementation of the Emergency Plan. If in fact he/she determines that the plan needs to be implemented then he/she will immediately identify and assess the source, amount and extent of material released and of any other danger present.
- b. Notify all personnel in the area.
- c. Notify state and local emergency response agencies if their assistance is needed, and determine whether evacuation is necessary.
- d. Arrange for emergency assistance for injured personnel.
- e. Notify the Louisiana Department of Environmental Quality (see number 5)
- f. Assess the possible dangers to human health or to the environment that may result from the incident.
- g. Take measures to prevent the spread of fire, release of waste or any other present danger.
- h. Manage cleanup efforts, including proper disposal of recovered waste or contaminated material.
- i. Restore emergency equipment for future use.
- j. Provide and maintain emergency equipment in proper locations and in proper condition for immediate use.

4. EMERGENCY REPORTING

4.1 *In the event of an emergency of an infectious or chemotherapeutic waste spill during transportation, the transporter will immediately notify the Department of Environmental Quality with the following information:*

- a. Name of the person reporting the incident.
- b. Name, address, EPA identification number, and the license number of the transporter.
- c. Phone number where the person reporting the incident can be reached.
- d. Date, time and location of the incident.
- e. Mode of transportation and type of transport vehicle.
- f. A brief description of the incident, including the type of incident.
- g. For each waste involved in the spill:
 - i. The name and if applicable, an EPA identification number of the generator of the waste.
 - ii. Shipping name and waste code of waste.
 - iii. Estimated quantity of the material or the waste spilled
 - iv. The extent of the contamination of land, water or air.

In the event of an emergency of infectious and chemotherapeutic waste spill during transportation, the transporter will immediately notify the affected municipality of the occurrence and nature of the spill.

5. LIST OF EMERGENCY RESPONSE AGENCIES

The following are the minimum agencies and phone numbers to be listed:

- a) Louisiana Department of Environmental Quality
Office of Environmental Services
225-219-3070
- b) Louisiana Local Police and Fire Departments
911 or 0 (operator)
- c) Ambulance
Station 4
2200 Milam
Shreveport, LA – Dial 911
- d) Willis Knighton North Medical Center
2600 Greenwood Road
Shreveport, LA or
Willis Knighton Work Kare

Shreveport, LA
318-212-4750

- e) National Response Center: 800-424-8802
- f) Center for Disease Control: 404-639-3311
- g) Nuclear Regulatory Commission: 800-424-8802
- h) Chemical Waste Emergency Hotline: 405-271-5221

6. LIST OF EMERGENCY RESPONSE CONTRACTORS

Commodore Medical Services
1941 Cement Plant Road
Nashville, TN 37208
(800) 297-2104

Commodore trains all transportation employees so that they know the proper way to perform spill cleanup should the need arise. They have protective clothing and spill containment equipment to aid them in this process.

7. EMERGENCY PROCEDURES

The following procedures are to be implemented by the driver/operator or the Emergency Response Coordinator, in response to the situation indicated:

7.1 Medical Emergency

- a. Administer first aid and transport victim to nearest medical facility for treatment.
- b. If victim should not be moved, call police and ambulance service.
- c. Administer CPR, if necessary.
- d. Remove and isolate any contaminated clothing and shoes.
- e. Keep victim warm, and wait for ambulance.

7.2 Fire

- a. Take fire extinguisher from nearest location, and extinguish the flames.
- b. Eliminate and continue to restrict all sources of ignition to prevent re-ignition.
- c. If unable to extinguish the flames immediately, call the fire department, and notify the Emergency Coordinator.

- d. Move to a safe area, and be prepared to assist emergency personnel and equipment upon arrival.
- e. Implement Medical Waste Spill procedures, if appropriate.

7.3 Medical Waste Spill

- a. Determine exact source of leak or spill and the amount and area affected by the release.
- b. If the size of the spill is too large for management with the Spill Control Kit immediately notify Emergency Coordinator.
- c. If the size of the spill is small enough to be effectively managed with materials included in the Spill Control Kit, proceed with cleanup immediately:
 - i. Obtain Spill Control Kit from vehicle.
 - ii. Put on overalls, industrial respirator and other personal protective gear worn during normal operations.
 - iii. Barricade spill area with barrier tape and/or reflective markers.
 - iv. Remedy and stop the point source of the spill. Place the leaking container and any exposed solid waste into a biomedical waste container with liner.
 - v. Contain spilled liquid waste with absorbent granules or pads and place contaminated materials into a biomedical waste container with liner. Use earthen dikes, sand or industrial absorbent, if necessary, to contain contaminated firewater runoff or quantities of liquid waste too large to be handled otherwise.
 - vi. Decontaminate spill area with disinfectant solution.
 - vii. Contain used disinfectant as above, and place materials into a biomedical waste container with liner.
 - viii. Collect any other contaminated materials and disposable protective equipment and place into a biomedical waste container with liner.
 - ix. Dispose of full container(s) in accordance with applicable regulation.
- d. Cleanup, restore and replace used spill response equipment.
- e. Complete all notification and reporting requirements.

8. Emergency Equipment

a. Fire Control Equipment

Portable fire extinguishers are located in each vehicle.

b. Spill Control Kit

A Spill Control Kit is carried in the cargo area of each vehicle. Each kit contains the following equipment:

- i. barrier tape/reflective markers – to create a boundary for the spill
- ii. overalls – to protect from contaminated liquids and materials
- iii. safety glasses and/or goggles, boots, caps and masks – to protect portals of entry from possible contamination
- iv. disposable gloves – to protect hands from possible contamination in cuts or abrasions
- v. 1 gallon hospital grade disinfectant – to decontaminate the spill area
- vi. absorbent material – to absorb the leakage
- vii. 50 red liners – to repackage the leaking containers (bags are larger than the container so that the container could be placed in a liner if needed)
- viii. biomedical waste containers – to repackage waste and dispose of contaminated items used to clean up the spill
- ix. broom, scoop or shovel – to aid in clean up without direct contact
- x. antibacterial hand disinfectant
- xi. first aid kit – to treat minor injuries

All material shall be tested and maintained as necessary to assure its proper operation in a time of emergency. After an emergency all equipment shall be decontaminated, cleaned and fit for its needed use before normal operations resume.

9. Routine Decontamination Procedures

- a. waste containers - the containers are cleaned individually with a pressure washer and one of the following disinfectants: ZepAttack, DDS Wintergreen, WS 900, Consume Ecolyzer or other acceptable alternative disinfectants. They are then turned upside down to dry. They are then inspected by the treatment facility personnel. The containers are then inspected by the driver prior to delivery to Commodore's customers. Containers that are not clean are returned to the treatment facility as the drivers do not have the facilities or the equipment to clean them.
- b. cargo vehicles – Vehicles that have come in contact with contaminated materials will be disinfected as follows:
 - i. A disinfectant provided in the vehicle spill containment kit will be used to treat the affected area as soon as possible. Both "universal precautions" and proper PPE will be utilized while doing this.
 - ii. Vehicles that haven't come in contact with contaminated materials will be cleaned once every seven days at the treatment facility.

- c. incident reports – an incident report must be completed and reviewed with Commodore's senior management upon completion of the trip.
- d. discharge of contaminated fluids – any rinsate or residual water will be disposed up as all applicable regulations require.

10. Implementation of Contingency Plan

a) This contingency plan is currently in effect. It will be updated as needed for each state's regulations. It can be modified as needed once the suggested changes have been discussed and approved by senior management. All employees are welcome to give their input in order to continually improve and update the plan.

COMMODORE MEDICAL SERVICES OF LOUISIANA, L.P. Contingency Plan

1. PURPOSE

The purpose of this document is to provide for the safety of employees and others, to prescribe procedures to be followed in the event of emergency or accident, and to protect the environment from damage.

2. CONTINGENCY PLAN

2.1. **Improper waste or packaging:** If any of the following conditions occur within the storage area, the CMS driver will immediately notify the supervisor on duty:

- Improperly packaged waste
- Leaking or damaged packaging
- Presence of improper waste
- Spills

The following types of biomedical wastes are not to be accepted for treatment:

- Pharmaceutical wastes
- Laboratory reagents
- Antineoplastic and chemotherapy agents
- Other chemicals that may (or may not) be contaminated by infectious agents
- Radioactive wastes
- Hazardous wastes

By agreement with Commodore, the generator has segregated their waste by means of its internal waste management program. The generator has been instructed to segregate wastes at the point of generation, and to use appropriate measures to identify and package wastes accordingly.

2.2. In removing waste from the storage area, the driver will inspect each container to ensure that only waste that is acceptable for treatment is loaded into the unit.

Improper waste or packaging: Upon arrival at the customer's office, Commodore personnel will visually inspect the containers to determine that all infectious waste containers are properly packaged for transport.

All containers shall be inspected to ensure that all regulatory requirements are met regarding the labeling of containers. Certain states may require biohazard labels, shipping information, and/or certain detailed information regarding the generator, the transporter, and the treatment facility. If there is a non-

conformance, Commodore personnel will notify the customer's representative and make any necessary corrections prior to transportation.

The container(s) must not show any signs of leakage. If there are any signs of leakage such as discoloration, moisture, blood stains or other external signs of container leakage, Commodore personnel will notify the proper customer representative. The customer representative will be asked to determine the source of the problem. In all cases, the entire contents will be repackaged to prevent future occurrences.

All sharps must be in rigid, leak-resistant, and puncture-resistant containers that are secured tightly to preclude loss of contents and that are designed for the safe containment of sharps. Sharps containers should be put in the customers corrugated box if they will fit. Commodore personnel will notify the customer representative of any non-conformance to the above. No attempt will be made by Commodore personnel to collect, contain, or repackage loose or unpackaged Sharps.

2.3. **Spills:** If a spill occurs during operation, implement the necessary procedures in the Emergency Response section of this manual.

2.4. **Fire:** If a fire occurs, implement the necessary procedures in the Emergency Response section of this manual.

2.5. **Unavailability of treatment unit:** In the event that the treatment unit becomes unavailable for any reason, implement the following procedures:

2.4.1 Provide an alternate unit as soon as possible.

2.4.2 If an alternate unit cannot be scheduled for service at the necessary time, Commodore will transport the waste to our treatment facility in Nashville, TN. Commodore also utilizes waste processing at several other commercial medical waste treatment facilities (ie. Pennsylvania, Texas, Arizona, Virginia, California, Minnesota and Missouri) in order to ensure that operational or mechanical problems never delay or disrupt the timely or proper destruction of a customer's waste. All of our treatment facilities comply with all applicable federal, state and local laws.

2.4.3 In the event of a malfunction during treatment that cannot be corrected within eight (8) hours, shut down the unit in accordance with its Operational Manual. Wearing protective gear, remove waste from the unit and place into standard biomedical waste containers with liners. Place the full containers into storage, decontaminate the unit (see Operator's Manual), and decontaminate the work area.

2.4.4 The following procedures are to be used in removal of waste:

Assemble standard disposable waste containers with liners.

Liners are red opaque plastic bags, 3-mil thickness, or of strength and quality to meet the ASTM 165 gram Dart Impact Test, securely sealed at the seams and of ample size to fit the above container.

Put on the following protective gear:

Hardhat, safety glasses or goggles, earplugs and respirator. Hardhat and glasses or goggles should be red bagged for decontamination after use. Earplugs and respirator mask should be red bagged and disposed of after use.

Coverall. Tyvek suits should be red bagged and disposed of after use.

Gloves. Gloves should be red bagged for decontamination after use.

Hands should be washed with QuickSCRUB after protective gear is disposed of.

Safety shoes.

Remove waste from the unit by opening the appropriate access point and using the tools provided with the treatment unit.

Place the waste into the waste containers with liners and securely close the containers.

Move the full containers into the storage area.

Contact Company personnel to initiate repair of the unit. When repairs are completed, operate the unit through a sterilization cycle and resume processing as scheduled.

Decontaminate the work area using spill control procedures if contamination to the processing area has occurred.

2.4.5. Repairs to the unit will be performed according to the following procedure:

Steam the process train, reaching a temperature of 165° F on the outside of the conveyor housing for 45 minutes to achieve a high level of disinfection.

Clean debris from parts to be serviced and spray with disinfectant.

Remove parts from machine, clean again and spray again. Parts can now be handled in a routine manner without protective equipment.

- 2.5 Radioactive waste: Each mobile unit is equipped with a radiation monitor interlock. If the monitor detects radiation above the pre-set alarm level, an alarm is given to the control panel and the container lift is stopped. Operator intervention is required for the container to be returned to the ground before proceeding with further operation. A hand-held instrument is used to identify the container that contains the suspect material. The generator's radiation

safety officer and housekeeping supervisor are notified and requested to remove the container from the treatment area for proper disposal.

The radiation monitor will be sent to the manufacturer not less than annually for calibration.

3. SOLID WASTE DISPOSAL

The treated waste, which is contained in the solid waste container, will be released for disposal.

4. WEATHER

4.1. The unit is not to be operated during sever weather, such as high wind, heavy rain or lightning, which may result in hazard to the operator or damage to the equipment.

4.2. Inclement weather such as rain or snow will not normally cause operational problems or health hazards. During storage and treatment, the biomedical waste is packaged and contained so that precipitation will not result in contamination.

5. PROTECTIVE GEAR

5.1. Protective gear (personal protective equipment) is included in the Spill Control Kit that is provided and kept in each vehicle. A detailed description of the contents of the Spill Control Kit is listed in the Emergency Response Plan in this manual.

6. EMPLOYEE TRAINING

6.1. Each driver/operator will receive the following training before performing waste treatment operations independently:

- a. Exposure Control Plan
- b. OSHA Bloodborne Pathogens Training Program
- c. Emergency Response Plan
- d. Commodore policies and procedures for pick up, manifesting and transporting infectious waste.
- e. Infectious Waste Management Plan
- f. Written Hazard Communication Plan

6.2 Annual bloodborne pathogen training is done as required by 29CFR1910.1030, attendance is mandatory.

6.3 Training is an on-going process that we at Commodore strive to continually improve upon. We review processes with employees as we see a need. During our annual bloodborne pathogen training, we also cover Hazard Communication, Exposure Control, safe work procedures and what to do in an emergency.

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- b. To prevent or minimize dangers to human health and the environment resulting from the accidental release of medical waste.
- c. To assist in training company personnel in the proper performance of their duties.
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3. EMERGENCY COORDINATOR

The Emergency Coordinator has primary responsibility for managing all emergency response activity, and will be the first one to be notified in the event of an emergency or accident. The Emergency Coordinator is familiar with the Emergency Response Plan and all Company operations, the location and nature of the waste handled, the location of records, vehicles and layout of both Company and generator facilities.

The primary emergency phone number is:

1-800-297-2104

The Emergency Coordinator is:

NAME: David S. Freeman
HOME ADDRESS: 1941 Cement Plant Road
Nashville, TN 37208
TELEPHONE: (615) 397-6218 (Mobile)
(800) 297-2104 (Office)
(615) 397-6218 (Home)

The secondary Emergency Coordinators are:

| | | |
|---------------|--|--|
| NAME: | Nicholas Adkins | Bill Goss |
| HOME ADDRESS: | 1941 Cement Plant Road Nashville, TN 37208 | 1941 Cement Plant Road Nashville, TN 37208 |
| TELEPHONE: | (615) 397-6218(Mobile) (800) 297-2104(Office) (615) 297-2014(Home) | (615) 423-7888(Mobile) (800) 297-2104(Office) (615) 423-7888(Home) |

In the event that the primary coordinator will not be available 24 hours a day, one of the secondary coordinators will take call. All transportation employees will be notified of this change when they call in prior to beginning their workday.

3.1 Emergency Coordinators Responsibilities:

- a. Immediately determine if the accident or emergency is one that requires the implementation of the Emergency Plan. If in fact he/she determines that the plan needs to be implemented then he/she will immediately identify and assess the source, amount and extent of material released and of any other danger present.
- b. Notify all personnel in the area.
- c. Notify state and local emergency response agencies if their assistance is needed, and determine whether evacuation is necessary.
- d. Arrange for emergency assistance for injured personnel.
- e. Notify the Louisiana Department of Environmental Quality (see number 5)
- f. Assess the possible dangers to human health or to the environment that may result from the incident.
- g. Take measures to prevent the spread of fire, release of waste or any other present danger.
- h. Manage cleanup efforts, including proper disposal of recovered waste or contaminated material.
- i. Restore emergency equipment for future use.
- j. Provide and maintain emergency equipment in proper locations and in proper condition for immediate use.

4. EMERGENCY REPORTING

4.1 In the event of an emergency of an infectious or chemotherapeutic waste spill during transportation, the transporter will immediately notify the Department of Environmental Quality with the following information:

- a. Name of the person reporting the incident.
- b. Name, address, EPA identification number, and the license number of the transporter.
- c. Phone number where the person reporting the incident can be reached.
- d. Date, time and location of the incident.
- e. Mode of transportation and type of transport vehicle.
- f. A brief description of the incident, including the type of incident.
- g. For each waste involved in the spill:
 - i. The name and if applicable, an EPA identification number of the generator of the waste.
 - ii. Shipping name and waste code of waste.
 - iii. Estimated quantity of the material or the waste spilled
 - iv. The extent of the contamination of land, water or air.

In the event of an emergency of infectious and chemotherapeutic waste spill during transportation, the transporter will immediately notify the affected municipality of the occurrence and nature of the spill.

5. LIST OF EMERGENCY RESPONSE AGENCIES

The following are the minimum agencies and phone numbers to be listed:

- a) Louisiana Department of Environmental Quality
Office of Environmental Services
225-219-3070
- b) Louisiana Local Police and Fire Departments
911 or 0 (operator)
- c) Ambulance
Station 4
2200 Milam
Shreveport, LA – Dial 911
- d) Willis Knighton North Medical Center
2600 Greenwood Road
Shreveport, LA or
Willis Knighton Work Kare

Shreveport, LA
318-212-4750

- e) National Response Center: 800-424-8802
- f) Center for Disease Control: 404-639-3311
- g) Nuclear Regulatory Commission: 800-424-8802
- h) Chemical Waste Emergency Hotline: 405-271-5221

6. LIST OF EMERGENCY RESPONSE CONTRACTORS

Commodore Medical Services
1941 Cement Plant Road
Nashville, TN 37208
(800) 297-2104

Commodore trains all transportation employees so that they know the proper way to perform spill cleanup should the need arise. They have protective clothing and spill containment equipment to aid them in this process.

7. EMERGENCY PROCEDURES

The following procedures are to be implemented by the driver/operator or the Emergency Response Coordinator, in response to the situation indicated:

7.1 Medical Emergency

- a. Administer first aid and transport victim to nearest medical facility for treatment.
- b. If victim should not be moved, call police and ambulance service.
- c. Administer CPR, if necessary.
- d. Remove and isolate any contaminated clothing and shoes.
- e. Keep victim warm, and wait for ambulance.

7.2 Fire

- a. Take fire extinguisher from nearest location, and extinguish the flames.
- b. Eliminate and continue to restrict all sources of ignition to prevent re-ignition.
- c. If unable to extinguish the flames immediately, call the fire department, and notify the Emergency Coordinator.

- d. Move to a safe area, and be prepared to assist emergency personnel and equipment upon arrival.
- e. Implement Medical Waste Spill procedures, if appropriate.

7.3 Medical Waste Spill

- a. Determine exact source of leak or spill and the amount and area affected by the release.
- b. If the size of the spill is too large for management with the Spill Control Kit immediately notify Emergency Coordinator.
- c. If the size of the spill is small enough to be effectively managed with materials included in the Spill Control Kit, proceed with cleanup immediately:
 - i. Obtain Spill Control Kit from vehicle.
 - ii. Put on overalls, industrial respirator and other personal protective gear worn during normal operations.
 - iii. Barricade spill area with barrier tape and/or reflective markers.
 - iv. Remedy and stop the point source of the spill. Place the leaking container and any exposed solid waste into a biomedical waste container with liner.
 - v. Contain spilled liquid waste with absorbent granules or pads and place contaminated materials into a biomedical waste container with liner. Use earthen dikes, sand or industrial absorbent, if necessary, to contain contaminated firewater runoff or quantities of liquid waste too large to be handled otherwise.
 - vi. Decontaminate spill area with disinfectant solution.
 - vii. Contain used disinfectant as above, and place materials into a biomedical waste container with liner.
 - viii. Collect any other contaminated materials and disposable protective equipment and place into a biomedical waste container with liner.
 - ix. Dispose of full container(s) in accordance with applicable regulation.
- d. Cleanup, restore and replace used spill response equipment.
- e. Complete all notification and reporting requirements.

8. Emergency Equipment

a. Fire Control Equipment

Portable fire extinguishers are located in each vehicle.

b. Spill Control Kit

A Spill Control Kit is carried in the cargo area of each vehicle. Each kit contains the following equipment:

- i. barrier tape/reflective markers – to create a boundary for the spill
- ii. overalls – to protect from contaminated liquids and materials
- iii. safety glasses and/or goggles, boots, caps and masks – to protect portals of entry from possible contamination
- iv. disposable gloves – to protect hands from possible contamination in cuts or abrasions
- v. 1 gallon hospital grade disinfectant – to decontaminate the spill area
- vi. absorbent material – to absorb the leakage
- vii. 50 red liners – to repackage the leaking containers (bags are larger than the container so that the container could be placed in a liner if needed)
- viii. biomedical waste containers – to repackage waste and dispose of contaminated items used to clean up the spill
- ix. broom, scoop or shovel – to aid in clean up without direct contact
- x. antibacterial hand disinfectant
- xi. first aid kit – to treat minor injuries

All material shall be tested and maintained as necessary to assure its proper operation in a time of emergency. After an emergency all equipment shall be decontaminated, cleaned and fit for its needed use before normal operations resume.

9. Routine Decontamination Procedures

- a. waste containers - the containers are cleaned individually with a pressure washer and one of the following disinfectants: ZepAttack, DDS Wintergreen, WS 900, Consume Ecolyzer or other acceptable alternative disinfectants. They are then turned upside down to dry. They are then inspected by the treatment facility personnel. The containers are then inspected by the driver prior to delivery to Commodore's customers. Containers that are not clean are returned to the treatment facility as the drivers do not have the facilities or the equipment to clean them.
- b. cargo vehicles – Vehicles that have come in contact with contaminated materials will be disinfected as follows:
 - i. A disinfectant provided in the vehicle spill containment kit will be used to treat the affected area as soon as possible. Both "universal precautions" and proper PPE will be utilized while doing this.
 - ii. Vehicles that haven't come in contact with contaminated materials will be cleaned once every seven days at the treatment facility.

- c. incident reports – an incident report must be completed and reviewed with Commodore's senior management upon completion of the trip.
- d. discharge of contaminated fluids – any rinsate or residual water will be disposed up as all applicable regulations require.

10. Implementation of Contingency Plan

a) This contingency plan is currently in effect. It will be updated as needed for each state's regulations. It can be modified as needed once the suggested changes have been discussed and approved by senior management. All employees are welcome to give their input in order to continually improve and update the plan.

Exhibit U Implementation Plan/Timeline

Treatment Site Construction/Implementation Plan

Commodore Medical Services, following the Louisiana Department of Environmental Quality's technical review and the necessary approvals, has thereafter commenced with the following construction plans and/or modifications to the Cedar Street site. Please be advised that all construction at the site has been completed and no future improvements or construction has been planned for the site at this time.

Electrical

- a. Add 3 Phase, 480V, 400 Amp service to contained structure.
- b. Install 600 amp, 277/480 volt, 3 phase, main breaker panel, meter base and service riser
- c. Install circuit breakers for drain pit lift station, sanitary sewer pump, two air compressors, shredder and conveyer system.
- d. Install overhead lighting system to adhere to OSHA candle requirements.
- e. Install sufficient load wiring to carry power to drain pit lift station, sanitary sewer pump, air compressors, shredder and conveyer system.
- f. Install 480 volt circuit for shredder and conveyer system.
- g. Install two 200 amp, 480 volt circuits and connect pin and sleeve connectors per code. Install two 200 amp service disconnects at each location.

Water Supply and Drainage

- a. Install ¾" water line overhead with spurs to bathrooms and two locations within the treatment facility.
- b. Install commodes and sinks in two, his/her bathrooms.
- c. Install floor drains in both baths for cleaning and proper drainage.
- d. Tie water into existing water supply at water heating unit.
- e. Connect water line to boiler.
- f. Connect water line to autoclave unit.
- g. Connect sewer line to main sanitary sewer.
- h. Develop new sanitary sewage station with electric pump.
- i. Saw concrete, excise cut portion and pour sand trap in floor of floor in areas slated for cart and brute washing.
- j. Install grate for sand trap.
- k. Pour and finish concrete around mouth drain and in remediation of effected areas.
- l. Run new 4" waste line from existing clean out to sand trap.

Natural Gas Supply

- a. Tie into existing gas service and install two drops, gas to be run overhead.
- b. Connect service to boiler and autoclave units.

Air Quality

- a. Install 8" double wall vent piping with flexible ends for quick removal and powered ventilation system.

Equipment

- a. Modify existing structure to accommodate 2, 16' x 16' bay doors.
 - b. Complete 25' x 75' truck dock
 - c. Install boiler, autoclave and shredder systems with all associated components.
-

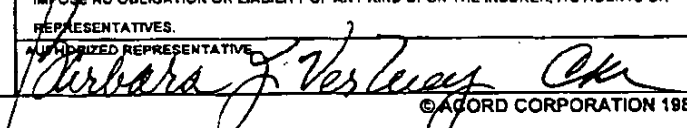
Exhibit V Insurance Certificate

| | | | |
|--|--|---|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | CSR BY COMMO-5 | DATE (MM/DD/YYYY) 02/13/07 |
| PRODUCER Pathway Insurance Services 1920 Dunedin Drive Old Hickory TN 37138 Phone: 615-758-8248 Fax: 615-754-7106 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Commodore Medical Services, LLC 1941 Cement Plant Rd Nashville TN 37208 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: American International Group | |
| | | INSURER B: Everest Ind. Ins. Co. | |
| | | INSURER C: Zurich American | |
| | | INSURER D: The St. Paul | |
| | | INSURER E: Empire Fire & Marine | |

COVERAGES

| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | | | |
|---|--|----------------------------------|-------------------------------------|--------------------------------------|---|------------|--|
| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | |
| B X | GENERAL LIABILITY | | | | EACH OCCURRENCE | \$ 1000000 | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | 4000005405-051 | 10/24/06 | 10/24/07 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 100000 | |
| | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 5000 | |
| | <input checked="" type="checkbox"/> Site Pollution | 4000005405-051 | 10/24/06 | 10/24/07 | PERSONAL & ADV INJURY | \$ 1000000 | |
| | | | | | GENERAL AGGREGATE | \$ 2000000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/OP AGG | \$ 1000000 | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | |
| C C C E | AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1000000 | |
| | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ | |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ | |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | BAP5862471-02 | 11/09/06 | 11/09/07 | PROPERTY DAMAGE (Per accident) | \$ | |
| | <input checked="" type="checkbox"/> HIRED AUTOS | BAP5862471-02 | 11/09/06 | 11/09/07 | | | |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | BAP5862471-02 | 11/09/06 | 11/09/07 | | | |
| | <input checked="" type="checkbox"/> Fla Vehicles | CL670792 | 11/09/06 | 11/09/07 | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ | |
| | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | \$ | |
| | | | | | AGG | \$ | |
| | EXCESS/UMBRELLA LIABILITY | | | | EACH OCCURRENCE | \$ | |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ | |
| | | | | | | \$ | |
| | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ | |
| | <input type="checkbox"/> RETENTION \$ | | | | | \$ | |
| A A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | WC3423386 | 10/15/06 | 10/15/07 | E.L. EACH ACCIDENT | \$ 1000000 | |
| | If yes, describe under SPECIAL PROVISIONS below | WC3423387 (CALIF) | 10/15/06 | 10/15/07 | E.L. DISEASE - EA EMPLOYEE | \$ 1000000 | |
| | OTHER | | | | E.L. DISEASE - POLICY LIMIT | \$ 1000000 | |
| D C | Bldg/Boil/Mach Phys Damage | BMT0531005TCT07 BAP5862471-02 | 01/17/07 11/09/06 | 01/17/08 11/09/07 | Nashville Shreevpor | \$3024500 | |
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS See attached description of operations including Environmental risks. Exclusions: Year 2000 computer related & other electronic problems, nuclear energy liability exclusion, conditional exclusion of terrorism. | | | | | | | |

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|--|
| LOUISIA Louisiana Dept. of Environmental Quality-Management & Financial Serv.Division P.O.Box 4303 Baton Rouge LA 70821-4303 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  |
|---|--|

**SOLID WASTE FACILITY CERTIFICATE OF
INSURANCE FOR CLOSURE AN/OR
POST-CLOSURE CARE**

Insurer, Everest Indemnity Insurance Company, 477 Martinsville Rd., P. O. Box 830, Liberty Corner, NJ 07938 (hereinafter called the "Insurer")

Insured, Commodore Medical Services of Louisiana, LP, 2000 Cedar St., Shreveport, LA 71103 (hereinafter called the "Insured")

Facilities covered: Site identification number TP-017-12424, Commodore Medical Services of Louisiana, LP, facility permit numbers/T09-06 at 2000 Cedar St., Shreveport, Louisiana and amount of insurance for closure and/or post-closure care.

Face Amount: \$1,000,000

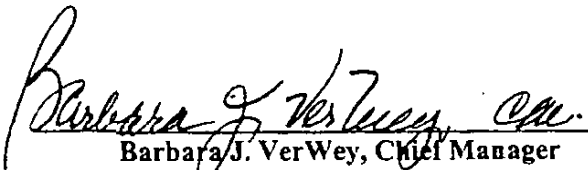
Policy # 4000005405-051

Effective Date: 10/24/05 – 10/24/06

The Insurer hereby certifies that it has issued to the Insured the policy of insurance identified above to provide financial assurance for closure and/or post-closure care for the facilities identified above. The Insurer further warrants that such policy conforms in all respects to the requirements of LAC33:VII.727.A.2 as applicable and as such regulations were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

Whenever requested by the administrative authority, the Insurer agrees to furnish to the administrative authority a duplicate original of the policy listed above, including all endorsements thereon.

I hereby certify that the Insurer is admitted, authorized or eligible to conduct insurance business in the State of Louisiana and that the wording of this certificate is identical to the wording specified in LAC 33:VII:727.A.2 h x effective on the date shown immediately below.


Barbara J. VerWey, Chief Manager

February 13, 2007

Witness: 
Tenna M. Chamberlin

Additional Information attached to Certificate of Liability Insurance

Secretary

Louisiana Department of Environmental Quality

Post Office Box 4313

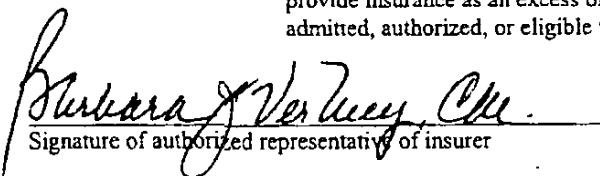
Baton Rouge, Louisiana 70821-4313

Attention: Office of Management Finance,

Financial Services Division

Dear Sir,

1. Everest Indemnity Insurance Company, the "insurer" of 477 Martinsville Road Liberty Corner, New Jersey 07938 hereby certifies that it has issued liability insurance coverage bodily injury and property damage to Commodore Medical Services of Louisiana, LP, the "insured" of 2000 Cedar Street Shreveport, Louisiana 71103 in connection with the insured's obligation to demonstrate financial responsibility under LAC33 VII.727.A.1. The coverage applies at solid waste identification number TP-017-12424, site name Commodore Medical Services of Louisiana, LP, facility name Commodore Medical Services of Louisiana, LP, facility permit number P-0365, site address 2000 Cedar Street Shreveport, Louisiana 71103 for sudden and accidental occurrences. The limits of liability are each occurrence and annual aggregate, per site, exclusive of legal-defense costs. The coverage is provided under policy number 4000005405-051, issued on November 10, 2005. The effective date of said policy is October 24, 2005.
2. *The insurer further certifies the following with respect to the insurance described in Paragraph 1:*
 - (a). Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.
 - (b). The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respects to the amount of any deductible for which coverage is demonstrated as specified in LAC 33 VII.727.A.1.d.ii.iii.or iv.
 - (c). Whenever requested by the administrative authority, the insurer agrees to furnish to him a signed duplicate original of the policy and all endorsements.
 - (d). Cancellation of the insurance, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice received by the administrative authority.
 - (e). Any other termination of the insurance will be effective only upon written notice and upon a lapse of 30 days after a copy of such written notice is received by the administrative authority.
3. I hereby certify that the wording of this certificate is identical to the wording specified in LAC 33 VII.727.A.1.d.i(e) as such regulations were constituted on the date first written above, and that the insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states, and is admitted, authorized, or eligible to conduct insurance business in the state of Louisiana.



Signature of authorized representative of insurer

Barbara J. VerWey

Typed name of authorized representative of insurer

Chief Manager/Agent

Title of authorized representative of insurer

1920 Dunedin Drive Old Hickory, Tennessee 37138

Address of authorized representative of insurer

| | | | |
|--|--|---|-------------------------------|
| ACORD CERTIFICATE OF LIABILITY INSURANCE | | C&R BY COMM-4 | DATE (MM/DD/YYYY) 01/09/06 |
| PRODUCER Pathway Insurance Services 1920 Dunedin Drive Old Hickory TN 37138 Phone: 615-758-8248 Fax: 615-754-7106 | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | |
| INSURED Commodore Medical Services 1941 Cement Plant Road Nashville TN 37208 | | INSURERS AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Everest Ind. Ins. Co. | |
| | | INSURER B: American International Group | |
| | | INSURER C: Zurich American/Empire | |
| | | INSURER D: Empire Fire & Marine | |
| | | INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURANCE TYPE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS |
|----------------|--|----------------|----------------------------------|-----------------------------------|--|
| A | GENERAL LIABILITY | 4000005405-051 | 10/24/05 | 10/24/06 | EACH OCCURRENCE \$ 1000000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 |
| | CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) \$ 5000 |
| | X Site Spec. Polluti | | | | PERSONAL & ADV INJURY \$ 1000000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | GENERAL AGGREGATE \$ 2000000 |
| | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMPROP AGG \$ 1000000 |
| C | AUTOMOBILE LIABILITY | BAP5862471-01 | 11/09/05 | 11/09/06 | COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 |
| | ANY AUTO | | | | BODILY INJURY (Per person) \$ |
| | X SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) \$ |
| | X HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) \$ |
| | X NON-OWNED AUTOS | BAP5862471-01 | 11/09/05 | 11/09/06 | |
| | X Physical Damage | | | | |
| | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT \$ |
| | ANY AUTO | | | | OTHER THAN EA ACC \$ |
| | EXCESS/UMBRELLA LIABILITY | | | | AGG \$ |
| | OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> | | | | EACH OCCURRENCE \$ |
| | DEDUCTIBLE | | | | AGGREGATE \$ |
| | RETENTION \$ | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | WC3420571 | 10/15/05 | 10/15/06 | WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT \$ 1000000 |
| | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE \$ 1000000 |
| | OTHER | | | | E.L. DISEASE - POLICY LIMIT \$ 1000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See attached description of operations including Environmental risks.

Exclusions: Year 2000 computer-related & other electronic problems, nuclear energy liability exclusion, conditional exclusion of terrorism.

| | |
|---|---|
| CERTIFICATE HOLDER Louisiana Dept. of Environmental Quality-Management & Financial Serv. Division P.O. Box 4303 Baton Rouge LA 70821-4303 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: <i>Barbara J. Verney, C&R</i> |
|---|---|

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

PATHWAY INS SERVICES Fax:615754106

Jan 9 2006 11:30 P.02

Additional Information attached to Certificate of Liability Insurance

Secretary

Louisiana Department of Environmental Quality

Post Office Box 4313

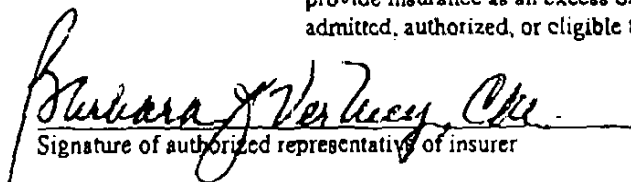
Baton Rouge, Louisiana 70821-4313

Attention: Office of Management Finance,

Financial Services Division

Dear Sir,

1. Everest Indemnity Insurance Company, the "insurer" of 477 Martinsville Road Liberty Corner, New Jersey 07938 hereby certifies that it has issued liability insurance coverage bodily injury and property damage to Commodore Medical Services of Louisiana, LP, the "insured" of 2000 Cedar Street Shreveport, Louisiana 71103 in connection with the insured's obligation to demonstrate financial responsibility under LAC33 VII.727.A.1. The coverage applies at solid waste identification number TP-017-12424, site name Commodore Medical Services of Louisiana, LP, facility name Commodore Medical Services of Louisiana, LP, facility permit number P-0365, site address 2000 Cedar Street Shreveport, Louisiana 71103 for sudden and accidental occurrences. The limits of liability are each occurrence and annual aggregate, per site, exclusive of legal-defense costs. The coverage is provided under policy number 4000005405-051, issued on November 10, 2005. The effective date of said policy is October 24, 2005.
2. The insurer further certifies the following with respect to the insurance described in Paragraph 1:
 - (a). Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy.
 - (b). The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by the insured for any such payment made by the insurer. This provision does not apply with respects to the amount of any deductible for which coverage is demonstrated as specified in LAC 33 VII.727.A.1.d.ii.iii or iv.
 - (c). Whenever requested by the administrative authority, the insurer agrees to furnish to him a signed duplicate original of the policy and all endorsements.
 - (d). Cancellation of the insurance, whether by the insurer or the insured, will be effective only upon written notice and upon lapse of 60 days after a copy of such written notice received by the administrative authority.
 - (e). Any other termination of the insurance will be effective only upon written notice and upon a lapse of 30 days after a copy of such written notice is received by the administrative authority.
3. I hereby certify that the wording of this certificate is identical to the wording specified in LAC 33 VII.727.A.1.d.i(e) as such regulations were constituted on the date first written above, and that the insurer is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more states, and is admitted, authorized, or eligible to conduct insurance business in the state of Louisiana.



Signature of authorized representative of insurer

Barbara J. VerWey

Typed name of authorized representative of insurer

Chief Manager/Agent

Title of authorized representative of insurer

1920 Dunedin Drive Old Hickory, Tennessee 37138

Address of authorized representative of insurer

**SOLID WASTE FACILITY CERTIFICATE OF
INSURANCE FOR CLOSURE AN/OR
POST-CLOSURE CARE**

Insurer, Everest Indemnity Insurance Company, 477 Martinsville Rd., P. O. Box 830, Liberty Corner, NJ 07938 (hereinafter called the "Insurer")

Insured, Commodore Medical Services of Louisiana, LP, 2000 Cedar St., Shreveport, LA 71103 (hereinafter called the "Insured")

Facilities covered: Site identification number TP-017-12424, Commodore Medical Services of Louisiana, LP, facility permit numbers/T09-06 at 2000 Cedar St., Shreveport, Louisiana and amount of insurance for closure and/or post-closure care.

Face Amount: \$1,000,000

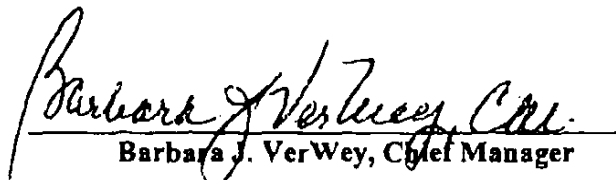
Policy # 4000005405-051

Effective Date: 10/24/05 – 10/24/06

The Insurer hereby certifies that it has issued to the Insured the policy of insurance identified above to provide financial assurance for closure and/or post-closure care for the facilities identified above. The Insurer further warrants that such policy conforms in all respects to the requirements of LAC33:VII.727.A.2 as applicable and as such regulations were constituted on the date shown immediately below. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

Whenever requested by the administrative authority, the Insurer agrees to furnish to the administrative authority a duplicate original of the policy listed above, including all endorsements thereon.

I hereby certify that the Insurer is admitted, authorized or eligible to conduct insurance business in the State of Louisiana and that the wording of this certificate is identical to the wording specified in LAC 33:VII.727.A.2 b x effective on the date shown immediately below.


Barbara J. VerWey, Chief Manager

October 24th, 2005

Witness:


Tenna M. Chamberlin

Exhibit W Additional/Supplemental Info

A. A discussion demonstrating that the potential and real adverse environmental effects of the facility have been avoided to the maximum extent possible;

1. Potential adverse effect on adjoining properties.
The proposed facility is located on a site previously used as a metal recycling operation. The site contains 24.8 acres and is currently zoned I-2, Heavy Industrial. The site provides a satisfactory buffer against potential impacts on residential and public use areas. Regulations of the Louisiana Department of Health and Hospitals (DHH) provide standards and requirements for the storage and treatment of regulated medical waste. (Sanitary Code of the State of Louisiana, Chapter XXVII)- The storage requirements generally consist of preventing the exposure of waste to the public or to the environment, and preventing unsanitary conditions and odors. Compliance with these regulations will mitigate any adverse environmental effects that might occur from contact with the environment. Medical waste to be stored at the facility will be contained/ packaged within secure, closed containers. These containers will consist of corrugated boxes with a red bag liner or rigid, plastic reusable containers. All containers will comply with all regulations of the US Department of Transportation. The containers will be stored inside a secure, weather-tight building thus ensuring safety from environmental contamination.
2. Potential adverse effect on surface and groundwater.
The facility is completely enclosed within a commercial steel building with concrete floor. There is no runoff from rainfall through the building, and will be no escape of water from the interior of the building. The site is not located in a flood plain. Runoff from rainfall is channeled into the city storm drain system for proper drainage control. All water associated with the operation of the facility is collected within the building for discharge into the city sanitary sewer system. A wastewater discharge permit issued by the City of Shreveport will regulate the disposal of all wastewater from the facility.
3. Potential adverse effects on air quality.
The Turbo brand autoclave treatment system is designed to eliminate adverse air emissions. A natural gas-fired generator (boiler) that meets all applicable air quality standards provides the steam for the treatment process. There are no adverse air emissions from the treatment process or other activities associated with operation of the facility. An air quality control permit is not required for the facility. The site is located in an industrial area and served by paved city streets. Therefore, there is no adverse effect from dust generated by vehicular traffic in the area. The presence of disease vectors is mitigated by the containment of waste within closed containers loaded within closed van type trailers and trucks.

Daily cleaning and decontamination procedures within the facility will further mitigate the possibility of disease vectors.

4. Potential adverse effects on environmentally sensitive areas.
There are no historic sites, recreation areas, habitats for endangered species, sensitive ecological areas or wetlands within 1,000 feet of the facility. Therefore, the facility presents no potential adverse effects to any environmentally sensitive areas.

The mitigating measures described above serve to avoid the potential and real adverse environmental effects that might otherwise be associated with the facility to the maximum possible extent.

B. A cost-benefit analysis demonstrating that the social and economic benefits of the facility outweigh the environmental impact costs;

1. Environmental impact costs include the potential for adverse effects as outlined in section "A" above. All potential adverse effects are minimized, if not eliminated, by the technology, methods of operation and site characteristics employed by the facility.
2. Social and economic benefits include the following:
 - a. Potential environmental impact and risk to public health and safety are eliminated by the proposed method of treating medical waste for landfill disposal. The technology employed at the facility sterilizes the medical waste by autoclaving (steam sterilization), thereby eliminating potential exposure to harmful microorganisms. In the event that a release of treated waste to the environment should occur, the potential for biological contamination of surface and groundwater is prevented. Likewise, treated waste deposited into a permitted landfill eliminates the possibility of groundwater contamination thru leachate.
 - b. The proposed facility will treat medical waste collected from generators within a 250 mile radius of Shreveport, LA. The most likely alternative for treatment of this medical waste is for it to be hauled to a commercial facility outside the area. The availability of the proposed facility will eliminate the need for additional transportation of the waste to a remotely located facility, thereby reducing the consumption of fossil fuels and the related emission of hydrocarbon pollutants.
 - c. The volume of waste that must be ultimately sent to a landfill is reduced by 70% versus untreated waste. This volume reduction extends the life of existing community landfill capacity, thereby reducing direct costs to the community. The need for additional landfill capacity in the future is also forestalled.

- d. The treated waste coming from the facility is acceptable for direct disposal in a municipal solid waste landfill without any additional restrictions or special handling as might be required of incinerator ash.
- e. The proposed facility is located in an established, previously zoned industrial area. Therefore, there will be little, if any, adverse effect on property values in the surrounding area. There will also be no burden on the existing infrastructure beyond its capacity. City utilities and streets are adequate to support the needs of the facility without creating added costs or burden on the other occupants of the area.
- f. Existing fire, emergency medical service and hospital facilities are qualified and adequate to meet the potential needs of the facility.
- g. The long term serviceability and potential use of the site will be maintained. The proposed facility will be installed in an existing building with minimal alteration to the structure. At such time as the facility might be closed or relocated, the property can be returned readily to other commercial use.
- h. The economic benefits of the proposed project to the community are to provide a high standard of treatment efficacy in the processing of medical waste at a cost to the generator that is competitive with other available alternatives. The proposed project will provide a treatment facility that will increase the alternatives available to healthcare facilities and further assure that this service will continue to be provided at a reasonable cost.

C. A discussion and description of possible alternative projects which would offer more protection to the environment without unduly curtailing non-environmental benefits;

There are three approved methods of medical waste treatment that are directly approved by the Louisiana Department of Health and Hospitals. Those three methods are incineration, which requires an additional air quality approval from the Louisiana Department of Environmental Quality, dry heat treatment, and steam sterilization, which is the method to be employed by the proposed facility. Steam sterilization is economical and environmentally neutral, converting potentially infectious medical waste into sanitary refuse suitable for landfill disposal without adding any other substances to the process.

Many types of technologies have been developed or adapted to treat medical waste over the past 15 years. Some were specifically designed for on-site treatment and others for mobile configurations. Systems using electron beams, caustic chemicals and even high temperature plasma arcs were designed and sold as medical waste treatment systems at prices that ranged from 1 to 7 million dollars. These elaborate units, which were cost prohibitive, failed to capture the interest of the healthcare industry and soon were gone.

There remain only two viable alternatives for treatment of medical waste. One is incineration, which is very heavily regulated because of the potential and real adverse environmental effects in air quality. The other is steam sterilization, or autoclaving, which is the method of treatment employed at the proposed facility.

D. A discussion of possible alternative sites that would offer more protection to the environment without unduly curtailing non-environmental benefits:

The proposed facility is located in a heavy industrial area that is zoned I-2, providing a satisfactory buffer against potential impacts on residential or public use areas. This site was chosen to provide an existing structure within which to operate the treatment equipment and receive and store medical waste for treatment. The site is well located for transportation access, central location and distance from any ecologically sensitive areas. A search of available commercial sites within the same market area did not identify any alternative that offered more protection to the environment.

E. A discussion and description of the mitigating measures which would offer more protection to the environment than the facility, as proposed, without unduly curtailing non-environmental benefits.

The facility is fully enclosed in a secure, weather tight commercial building that prevents adverse impact on the environment. The technology and process employed within the facility is designed and operated to avoid adverse environmental impact to the surrounding air, water, and land. The mitigating measures described in the preceding paragraphs offer a high level of environmental protection to the adjoining properties air, surface water, ground water, land and environmentally sensitive areas. There are no other mitigating measures that would offer more protection to the environment than the facility as proposed.